

ASSISTANT SUPERINTENDENT FOR BUSINESS

EMPLOYMENT CONTRACT

BETWEEN

JEFFREY HALLENBECK

and the

HOPATCONG BOARD OF EDUCATION

THIS EMPLOYMENT CONTRACT (hereinafter referred to as "Contract") is made and entered into this 15th day of May, 2023, between the Board of Education of Hopatcong Borough, Sussex County (hereinafter referred to as the "District" or "Board") and Jeffrey Hallenbeck (hereinafter referred to as "Employee" or "Acting Assistant Superintendent for Business") (collectively referred to hereinafter as the "Parties").

WHEREAS, the Board wishes to retain Employee as Acting Assistant Superintendent for Business 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 Assistant Superintendent for Business during the period July 1, 2023 through June 30, 2024, and provide such benefits as typically are provided to 12-month administrators employed within the school district; and

WHEREAS, Employee is agreeable to this 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 Assistant Superintendent for Business for the period July 1, 2023 through June 30, 2024, or until the appointment of a successor or termination pursuant to Paragraph 18 herein.

2. PERFORMANCE. Under the title of Assistant Superintendent for Business, Employee agrees to faithfully perform the duties required of a Business Administrator/Board Secretary and of an Assistant Superintendent for Business as set forth in the job descriptions for the positions, and in accordance with all applicable laws, regulations, policies and directives.

3. WORKDAY. Employee's workday shall be similar to other administrative personnel except that it is understood that the Assistant Superintendent for Business 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.

4. CERTIFICATION AND RESPONSIBILITIES.

A. Certification. The parties acknowledge that Employee possesses the appropriate school administrator and 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 along with the additional duties set forth in Paragraph C below or those otherwise imposed upon him by the State of New Jersey. Employee's duties will include attendance at all monthly meetings of the Board of Education and any committee meetings as requested.

C. Additional Duties. Employee agrees to perform the following additional duties:

- i. Analyze and present assessment data to the Board;
- ii. Serve as Affirmative Action officer for the school district together with the superintendent;
- iii. Prepare district observation and evaluation schedules and conduct observations evaluations of staff (and administrators when needed);
- iv. Engage in long-term district strategic planning related to student success and in light of anticipated financial difficulties;
- v. Work on building partnerships with community organizations, other districts, and new schools in the community and county;
- vi. Build upon the relationship with Sussex County Community College;
- vii. Work with the superintendent to continue to update all areas of the district to reflect best practices in the field, current research, and developing trends; and
- viii. Be available to assume duties of Interim Superintendent in the event of the temporary absence of the Interim Superintendent.

5. COMPENSATION.

A. Salary. The Board will pay Employee an annual base salary of One Hundred Seventy-Four Thousand, Three Hundred Thirty-Eight Dollars and Six Cents (\$174,338.06) to perform all duties of the School Business Administrator and Board Secretary. The Board will pay Employee an additional fifty Dollars (\$50.00) per day to perform the additional duties set for in Paragraph 4 (C) above, as required of the Assistant Superintendent for Business during the term of this Contract, subject to earlier termination as provided herein, payable in the same manner as the Board pays all administrative employees.

B. Longevity. The Employee will receive longevity payments based upon the following annual amounts, prorated for the term of this Contract based upon the Employee's start date, as follows:

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

C. Merit Bonus. Employee may receive a merit bonus in addition to his annual base salary and additional compensation. 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 during the period July 1, 2023 through June 30, 2024 shall not exceed \$11,000.00.

6. HEALTH BENEFITS.

A. The Board shall provide Employee and his eligible dependents with full health and medical care coverage. Pursuant to applicable law and regulation, Employee shall contribute an amount toward payment of premiums. The Board shall pay the full premium, minus a contribution by Employee of 10% of the premium cost of such coverage. The contribution percentage shall be paid by the Employee through payroll deduction.

B. The Board also shall provide Employee and his eligible dependents with a prescription plan. The Board shall pay the full premium of the prescription plan, minus a contribution of 10% of the premium cost, of such coverage, which shall be paid through payroll deduction.

C. Should Employee choose to waive participation in the District provided healthcare plan, he shall be entitled to receive payments of twenty-five percent (25%) of the employer's net premium cost (which shall be defined as the amount of the premium less Employee's contribution), or \$5,000, whichever is less, as applicable, of health and prescription plans premiums. The Board shall provide Employee annually \$400.00 to be drawn upon for vision claims. The Board shall provide Employee annually \$400.00 to be

drawn upon for dental claims. 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. The above amounts shall be prorated for the term of this Contract based upon the Employee's start date.

7. 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 floating holiday for each such day, to be scheduled with the approval of the Superintendent. Holidays falling on a Saturday or Sunday will be taken on the Friday preceding or the Monday following the holiday.

8. 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.

9. 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.

10. VACATION. Employee will be entitled to twenty-five (25) vacation days per year. All vacation days shall be available to the Employee as of July 1, 2023. 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.

11. 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 eighteen (18) credits annually at a cost not to exceed \$16,000.00 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.

12. 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.

13. 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.

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

15. 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").

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

17. EVALUATION. The Employee shall be evaluated by the Superintendent not less than annually during the period July 1, 2023 through June 30, 2024. 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.

18. TERMINATION. Notwithstanding the foregoing, this contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Unilateral termination by either party upon thirty (30) 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.

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 County 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.



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 16, 2023

Mr. Arthur DiBenedetto, Interim Superintendent
Hopatcong Borough School District
P.O Box 1029
Hopatcong, NJ 078473

Dear Mr. DiBenedetto:

I have reviewed the employment contract for Mr. Jeffrey Hallenbeck, Assistant Superintendent for Business, 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 June 30, 2024 with an annual salary of \$183,338 (including \$9,000 for longevity).

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.

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. Jeffrey Hallenbeck, Assistant Superintendent for Business

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 or contemporaneous agreements, either written or verbal, expressed or implied, of the parties. Any variation to the Contract must be submitted to the Sussex County Executive County Superintendent for review and approval. In accordance with N.J.S.A. 18A:28-6 acceptance by Employee of the Acting Assistant Superintendent for Business position does not waive or relinquish any tenure or seniority rights Employee may have acquired in any other position in the District.


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

BOARD OF EDUCATION OF
HOPATCONG BOROUGH,
SUSSEX COUNTY

WITNESS:

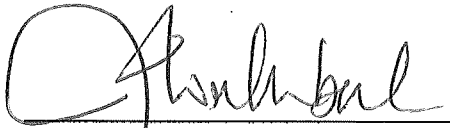
By: 

Scott Francis, President



Nicole Falconi-Shubert,
Vice President

Date: May 18, 2023



JEFFREY HALLENBECK

Date: 5/18/23