

CONTRACT OF EMPLOYMENT

this Agreement, made this 9th day of February, 2015, between

THE BOARD OF EDUCATION OF Caldwell-West Caldwell,
in Essex County (hereinafter “the Board”)

with offices located at

104 Gray Street

West Caldwell, New Jersey 07006

and

Dr. James G. Heinegg (hereinafter “the Superintendent”)

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Dr. James G. Heinegg as Superintendent of Schools for the period of July 1, 2015 through 11:59 p.m. June 30, 2020. The parties acknowledge that this Contract must be approved by the Essex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement (attached as Exhibit A).

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office. (Attached as Exhibit B.)

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those

which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract, (attached as Exhibit C).

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have

the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV

SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Initial Salary. The Board shall pay the Superintendent an annual salary of one hundred-fifty seven thousand-five hundred dollars (\$157,500) (\$155,000 plus \$2,500 High School increment) for the duration of this contract, in accordance with the state established salary caps presently in effect. In the event said salary caps shall increase during the term of this contract, nothing contained herein shall prevent the Board, with the approval of the Essex County Executive Superintendent, from adjusting the salary to comply with any new state regulations. However, pursuant to *N.J.S.A. 18A:17-19* and *N.J.S.A. 18A:17-20.2* the Superintendent's salary shall not be reduced during his term of office. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Merit Increases.

The Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criterion and/or qualitative merit criterion. The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per

contract year. 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. The Superintendent shall receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved (up to three such goals), and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved (up to two such goals). The Board shall timely 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.

Written criteria for determining each merit bonus shall be established by the Board and The Superintendent by October 1st of each school year, or within ninety (90) days of commencing employment, for the next succeeding school year. Both parties will discuss and mutually agree upon a draft of the criteria prior to adoption by the Board. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated. The written criteria established by the parties shall become part of this Contract and incorporated by reference herein, subject to the approval of the Essex County Executive Superintendent.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2020 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Essex County Executive County Superintendent. The terms of the extension will govern all increases to take

effect after July 1, 2020. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

B. Sick leave/Personal. The Superintendent shall receive 14 sick days annually, two of which may be used as personal days. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. *Upon retirement and notice to the Board, 25 days of unused sick days will be reimbursed, at the rate of \$600.00 per day (1/260 x annual salary), with a minimum 10 years continuous service in the district. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed the greater of 25 days and/or \$15,000.00.* Accumulated unused sick leave compensation shall be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

C. Bereavement Leave: The Superintendent shall be provided the following leaves of absence: three (3) days for bereavement upon the death of a spouse, child, brother, sister, or member of the immediate household and one (1) day for other family situations or bereavement. Unused Bereavement Leave at the end of each contract year shall not be cumulative.

D. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, ASCD, and the Essex County Administrators Association. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to the budgeted amount, and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such

reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent, after approval by the Board may attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA/NJSBA. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies.

The Board shall pay all costs and fees associated with any state-mandated continuing education.

E. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

F. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the premium costs for all such coverages set forth in Chapter 78, *P.L. 2011* (passed as Senate No. 2937) and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

3. The Board will provide the Superintendent with a family Dental plan for himself and eligible dependents.

G. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of 25 working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent, unless he uses his leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than 10 vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited. Any use of vacation leave shall be in accordance with *N.J.S.A. 18A:30-9*.

4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 2 days accrued per month. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. However, at the Board's discretion, should termination or non-

renewal occur, the Board reserves the right to require the Superintendent to use his full vacation entitlement.

H. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

I. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The

evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), 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 Superintendent 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 Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The Board shall evaluate the superintendent by July 1 each year. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. At the annual Board workshop/retreat, 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 Superintendent is evaluated, as hereinafter provided. Each succeeding school year, 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 effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
- (3) forfeiture under *N.J.S.A. 2C: 51-2*;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent, at least 150 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C: 51-2*, 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.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least 120 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act*.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of five calendar years, expiring July 1, 2025, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent in writing, prior to January 31, 2020, that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or

C. in accordance with such laws and regulation that would require nullification of this Contract.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Superintendent 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. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The

Superintendent 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 Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
CALDWELL-WESTCALDWELL
SCHOOL DISTRICT

_____ President

Date: _____

Date: _____

WITNESS:

WITNESS:
