

## **EMPLOYMENT CONTRACT**

This Employment Contract is made this \_\_\_\_ day of February 2021, between the

**CALDWELL-WEST CALDWELL BOARD OF EDUCATION**

in Essex County (hereinafter "the Board")

with offices located at

104 Gray Street,

West Caldwell, New Jersey 07006

and

Dr. Christopher Conklin (hereinafter "the Superintendent" or "Dr. Conklin").

**PREAMBLE**

**WITNESSETH**

**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. Christopher Conklin as Superintendent of Schools for the period of July 1, 2021 through 11:59 p.m. June 30, 2025. 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.

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 post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office. If the Superintendent 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 Contract shall terminate, and the Superintendent's employment shall cease.

**ARTICLE III**  
**DUTIES**

In consideration of the employment, salary and fringe benefits established herein, 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.

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 his 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. The Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this Contract and such addendum has been approved by the Executive County Superintendent.

**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 pay the Superintendent an annual salary of: One Hundred and Ninety-Two Thousand Dollars (\$192,000) for the 2021-2022 school year; One Hundred and Ninety-Seven Thousand Seven Hundred Sixty Dollars (\$197,760) for the 2022-2023 school year; Two Hundred and Three Thousand Six Hundred Ninety-Three Dollars (\$203,693) for the 2023-2024 school year; and Two Hundred and Nine Thousand Eight Hundred and Four Dollars (\$209,804) for the 2024-2025 school year. This annual salary shall be prorated based on the Superintendent's actual start date. 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. No salary increase of any kind will take effect on midnight June 30, 2025 (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, 2025. 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.* The terms and conditions of this Employment Contract 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 Contract shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Contract.

3. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

4. Statutory Annuity Salary Deduction Program. The Superintendent shall have the right at any time during the Superintendent's employment, to take a deduction in salary and require the Board to use an amount corresponding to such deduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with *N.J.S.A. 18A:66-127, et seq.* and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. *N.J.A.C. 6A:23a-3.1(e)6.* The maximum amount of deduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

B. Sick Leave. The Superintendent shall receive fifteen (15) sick days annually, four (4) 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, up to 20

unused sick days will be reimbursed, at the per diem rate (1/260 x annual salary), with a minimum ten (10) years of 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 Fifteen Thousand Dollars (\$15,000).

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations not to exceed Three Thousand Dollars (\$3,000) per school year: New Jersey Association of School Administrators (NJASA), the American Association of School Administrators (AASA), and the Essex County Administrators Association. The Superintendent shall be entitled to attend the annual New Jersey School Boards Association (NJSBA) Workshop and Convention, the annual conference of the NJASA, and TechSpo conference at Board expense. 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. In addition to the workshops and memberships set forth herein, the Superintendent shall be permitted an additional Two Thousand Five Hundred Dollars (\$2,500) per school year for professional development.

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

E. Health Benefits: The Board shall provide the Superintendent with individual or family health benefits, prescription and dental coverage, at his option pursuant to P.L. 2020 Chapter 44. The premium contribution shall be paid by the Superintendent through payroll deduction. The Superintendent shall continue to contribute toward the cost of his same based on year four of P.L. 2011, Chapter 78 (Dental) and P.L. 2020, Chapter 44 (Health/Prescription). 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.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-seven (27) 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 recesses (winter break and spring break) do not constitute time off for the Superintendent unless he uses his vacation 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, in the event the business demands of the District prevent him from using vacation, then ten (10) unused vacation days may be carried over by the Superintendent from one year to the next year. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. Upon separation from employment or retirement, the Superintendent shall be paid for his unused, accumulated vacation days. The per diem rate for unused vacation



days shall be calculated as 1/260<sup>th</sup> of the Superintendent's final salary. The Board shall make any such payment within sixty (60) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

G. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the District.

H. Mileage Reimbursement. 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.

I. Cell Phone. The Superintendent shall receive a Board paid cell phone or reimbursement for usage of personal cell in an amount not to exceed \$75.00 per month.

J. Attendance Record. 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.

K. Board Equipment. This equipment shall remain property of the Board and shall be returned to the Board upon the Superintendent's separation from employment with the Board.

The Board shall provide the Superintendent with a computer and other necessary equipment for his use while working at home. The Board shall be responsible for maintaining said

computer for the provision of any necessary software and hardware mandates. Incidental personal use of the computer equipment shall be permissible. This equipment shall remain the property of the Board and shall be returned to the Board upon the Superintendent's separation from employment with the Board. The Superintendent shall comply with Board Policy 7520, governing school district provided technology devices to staff members.

L. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. If, in the good faith opinion of the Superintendent, a conflict exists regarding the defense of any claim, demand or action brought against his, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

M. Bereavement Leave and Family Illness. An absence, not to exceed five (5) working days, in each instance, shall be allowed without loss of pay in case of death in the immediate family. In general, immediate family shall be defined as mother, father, wife, husband, domestic partner, son, daughter, brother, sister, or member of the employee's household, and such other person as may have a close family relationship. An absence not to exceed one (1) working day for each instance shall be allowed without loss of pay in case of the death of a grandfather,

grandmother, brother-in-law, sister-in-law, aunt, uncle, niece or nephew. Unused bereavement leave or family illness days at the end of each contract year shall not be cumulative.

## **ARTICLE V** **ANNUAL EVALUATION**

A. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30<sup>th</sup> 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 evaluation in question. 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 final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within ninety (90) days of the Superintendent commencing employment, 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. On, or prior to, June 1 of 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.

## **ARTICLE VI**

### **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, and the Superintendent's employment will cease, 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) material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A.* 18A:6-10, *et seq.*

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.

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 one hundred and twenty (120) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Board may terminate this Employment Contract with just cause, upon at least one hundred and twenty (120) calendar days written notice to the Superintendent.

F. 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. (N.J.A.C. 6A:23A-3.2)*.

**ARTICLE VII**  
**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 VIII**  
**SAVINGS AND CONFLICTS CLAUSE**

If, during the term of this Employment Contract, it is found that a specific clause of this Employment Contract is contrary to federal or state law, the remainder of the Employment Contract not affected by such ruling shall remain in full force and effect. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Contract 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.

**ARTICLE IX**  
**MISCELLANEOUS**

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.

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 and is given the opportunity to meet with the Board in closed session with a representative of his choosing. 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.

The Superintendent has been advised to speak to an attorney before signing this Agreement, and to the extent he wished to, he has done so.

**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



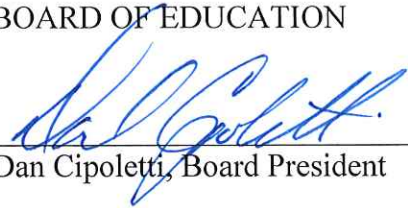
Dr. Christopher Conklin

Date: 2/4/21

WITNESS:



CALDWELL-WEST CALDWELL  
BOARD OF EDUCATION



Dan Cipoletti, Board President

Date: 2/4/21

WITNESS:

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