

EMPLOYMENT CONTRACT

**SUPERINTENDENT OF SCHOOLS
MILLSTONE TOWNSHIP SCHOOL DISTRICT**

THIS AGREEMENT is entered on this 12th day of June 2017, by and between:

THE BOARD OF EDUCATION OF THE MILLSTONE TOWNSHIP SCHOOL DISTRICT, County of Monmouth, State of New Jersey (hereinafter "the Board"), a body corporate and politic with its principal place of business located at 5 Dawson Court Millstone, New Jersey 08535

and

CHRISTOPHER HUSS EdD, an individual residing in the State of New Jersey (hereinafter "the Superintendent").

THIS AGREEMENT replaces and supercedes any and all prior terms and conditions of employment, Employment Agreements, and implied and express contracts between these parties, and is intended and understood by the parties, and shall be read and construed, to set forth all terms and conditions of employment for the Superintendent while employed by the Board;

WHEREAS, for the purposes of mutual understanding and in order that a harmonious relationship may exist between the Board and the Superintendent to the end that continuous and efficient services will be rendered by and on behalf of both parties for the benefit of the students, taxpayers, employees and residents of the School District; and

WHEREAS, the Board wishes to offer employment to the Superintendent, and the Superintendent wishes to accept employment by the Board as set forth herein;

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

**ARTICLE I
EMPLOYMENT**

- A. **Term.** The Board hereby agrees to employ the Superintendent, and the Superintendent accepts said employment, as Superintendent of Schools of the Township of Millstone School District for a period of three (3) years, commencing on July 1, 2017 and running through the end of business on June 30, 2020;
- B. **Renewal.** Pursuant to N.J.S.A. 18A:17-20.1, at the conclusion of the term of this Contract, the Superintendent shall be deemed reappointed for another contracted term of the same duration, unless either: a) the Board by contract reappoints the Superintendent with his consent for a different term which term shall not be less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or b) the Board notifies the Superintendent, in writing at least ninety (90) days prior to the expiration of this Employment Contract that such reappointment shall not be offered, in which event the Superintendent's employment as Superintendent of Schools shall cease at the expiration of that term.
- C. **Dismissal / Reduction in Compensation.** Pursuant to N.J.S.A. 18A:17-20.2, during the term of this Contract and any period of reappointment, the Superintendent shall not be dismissed or reduced in compensation except as set forth in N.J.S.A. 18A:6-10 et seq. However, the Board reserves the authority pursuant to law to withhold the salary increment of the

Superintendent subject to the Superintendent's right to contest such withholding consistent with law.

D. **Salary.** The Superintendent's salary during the life of this Contract shall be as follows:

1. Effective for the 2017-2018 school year, the salary shall be One Hundred Sixty Two Thousand dollars (\$162,000.00), pro-rated, payable periodically in accordance with the Board's payment schedule for professional staff.
2. Effective for the 2018-2019 school year, the salary shall be One Hundred Sixty-Five Thousand Two Hundred Forty dollars (\$165,240.00), pro-rated, payable periodically in accordance with the Board's payment schedule for professional staff.
3. Effective for the 2019-2020 school year, the salary shall be One Hundred Sixty-Eight Thousand Five Hundred Forty Four dollars (\$168,544.00), pro-rated, payable periodically in accordance with the Board's payment schedule for professional staff.
4. The Superintendent may receive a merit bonus in addition to his annual base salary initiated during the 2018-19 and 2019-20 school years, only. 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 in the 2nd and 3rd contract years, subject to paragraphs five (5) and six (6) below. The Board and the Superintendent will mutually agree upon the qualitative and quantitative goals established. 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. In the event the Executive County Superintendent disapproves any criterion, the parties shall agree on a new one and resubmit it for approval.

5. In each of the second and third years of this Agreement, (2018-2019 and 2019-2020 school years), the Superintendent shall be given the opportunity to receive a merit bonus totaling up to 14.99% of his annual base salary, comprised of 3.33% of his annual base salary for each quantitative merit criteria and/or 2.5% of his annual base salary for each qualitative merit achieved. The Board shall 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. The Board shall pay the merit bonus within thirty (30) days of the Executive County Superintendent's confirmation that the merit criteria have been achieved. This provision shall survive the expiration or termination of this agreement.
6. The Board and the Superintendent may, by mutual agreement, alter the number of qualitative and/or quantitative merit criterion, provided that there are no more than five (5) merit criteria in any contract year. The Board and the Superintendent may, by mutual agreement, assign higher or lower bonus percentages to the achievement of any particular merit criteria in any contract year, provided that the total bonus amount available is in the aggregate equal to the amounts set forth in paragraph five (5) above. The

number of criterion and the bonus percentage for each shall be approved by Board action.

7. The parties agree that there shall be no payment made to the Superintendent for longevity during any year of this Agreement.
8. The Superintendent shall have the right at any time prior to the commencement of, or at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction 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) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

ARTICLE II CERTIFICATION AND RESPONSIBILITIES

- A. **Certification.** The parties acknowledge that the Superintendent currently possesses an administrative certificate with the school administrator endorsement. It is a condition of this Contract that the Superintendent retain such qualifications in full force and good standing. As required by N.J.S.A. 18A:17-15.1, the parties acknowledge that in the event that the certificate of the Superintendent is revoked at any time prior or during the life of this Contract, the Contract shall become null and void as of the date of the revocation.

B. **Duties.** In consideration of the employment, salary and benefits established hereby, the Superintendent hereby agrees to the following job responsibilities and obligations:

1. To faithfully perform the duties of the Superintendent of Schools / Chief School Administrator as set forth in the applicable laws of the State of New Jersey and Board Policy and the applicable Job Description, all of which are incorporated herein by reference. The parties mutually acknowledge the authority of the Board of Education to amend and revise the referenced Policy and Job Description pursuant to law.
2. To devote full-time efforts, and all skills, labor and attention to the position of Superintendent of Schools and functions of Chief School Administrator as required by N.J.S.A. 18A:17-18. However, subject to written approval and agreement by the Millstone Board of Education, the Superintendent may serve as Superintendent in other districts, pursuant to N.J.S.A. 18A:17-24.1, and to be compensated by such districts consistent with the requirements and parameters of all laws and regulations currently in effect. It is agreed that such service shall not detract from the Superintendent's ability to serve the Millstone Township School District, and that any resulting conflicts in scheduling or service shall be resolved in favor of the Millstone Township School District. Any activities which require the Superintendent to be absent from the school district for one full working day or more shall be reported to the Board, and the Superintendent shall utilize vacation and/or personal days for all such activities.

3. To assume responsibility for the selection, renewal, placement, removal and transfer of personnel, subject to the approval of and action by the Board, pursuant to N.J.S.A. 18A:27-4.1;
4. To study and make recommendations with respect to all criticisms and complaints which the Board, either by Committee or collectively, may refer to the Superintendent. The Board and its individual members agree to refer to the Superintendent any and all criticisms or complaints that it or they are made aware of, as required by the School Ethics Act and applicable Board Policies; The Superintendent shall have the right to contact the Board's attorneys for legal assistance as the need arises in carrying out his duties.
5. To assume responsibility and accountability for the administration of the affairs and operation of the Millstone Township School District, including but not limited to instructional programs, personnel and business management, and to delegate to members of the Administration pursuant to the District Organizational Chart;
6. 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.

7. To provide written and oral updates to the Board on a regular basis to keep the Board fully informed on issues taking place in the operation of the School District. Such reports shall be of a nature as to reinforce the relationship and lines of communications between the Superintendent and Board and the honest and candid administrative leadership of the Superintendent.

ARTICLE IV BENEFITS IN ADDITION TO SALARY

- A. **Health Insurance.** The Superintendent shall be entitled to health, prescription, dental and hospitalization insurance benefits as provided by the group plan in effect, or through such alternative provider as may be chosen by the Board provided that substantially equal or better coverage is provided. The current base health plan shall be Horizon Direct 15. The Board shall provide the Superintendent a §125 cafeteria plan in accordance with P.L. 2011, ch 78.
- B. **Contribution to Health Insurance Costs.** Pursuant to N.J.S.A. 18A:16-17(b), in addition to the co-pays required in the current coverage plans, the Superintendent shall contribute, through payroll deductions, in accordance with P.L. 2011, Chapter 78.
- C. **Waiver of Health Insurance.** The Superintendent may waive coverage in any of the benefit 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 same stipend for waiving coverage as is received by other employees of the district.

D. Reimbursement of Expenses.

(i) The Superintendent shall be reimbursed for all documented, actual, and reasonable expenses incurred in the performance of the duties enumerated in this Contract, including, but not limited to, business-related activities, the purchase of supplies, meals, lodging, and membership in community service and professional organizations, upon submission to the Board Secretary and approval of the Board of Education consistent with Board Policy and applicable regulations of the New Jersey Department of Education;

(ii) The Superintendent also shall be entitled to reimbursement for expenses not to exceed three thousand five hundred dollars per school year (\$3,500.00) incurred for attendance at professional conferences and similar expenses which he may incur while discharging the duties of Superintendent. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, and the annual conference of the NJASA, and the TechSpo conference, as well as one national conference with prior approval of the Board. All reimbursements shall be in accordance with N.J.S.A. 18A: 11-12.

- E. **Smart Phone.** The Board shall provide the Superintendent with the use of a smart phone. The Superintendent shall be responsible to pay any charges incurred by the Board for calls not related to the performance of duties set forth in this Contract. In consideration of the provision of said smart phone, the Superintendent shall have connectivity to be in contact throughout the District as well as when he is out of the District.
- F. **Car Allowance.** Superintendent shall be entitled to a monthly car allowance of \$125.00 per month. In consideration for same, Superintendent shall not be entitled to any mileage reimbursement.

- G. Membership Fees and Professional Development.** The Board shall pay the Superintendent's membership fees for the New Jersey Association of School Administrators and the County Roundtable of an amount not to exceed three thousand dollars (\$3,000.00) per school year. The Board shall pay all fees for out-of-district workshops, classes and training required by the Board as part of the Superintendent's professional growth plan, subject to application and approval pursuant to Board Policy and applicable State regulations. At a minimum, the Superintendent shall be permitted to attend one national and two state conferences per year.
- H. Tuition Reimbursement.** For courses commencing after July 1, 2017, the Board shall reimburse the Superintendent for tuition costs, registration, lab, matriculation, book and manual expenses, included in taking and earning a grade of B+ or better in graduate courses in an accredited institution. The amount of reimbursement shall not exceed the prevailing graduate education credit rate at Rutgers, the State University up to twelve (12) credits per year. Tuition reimbursement shall be in accordance with Board Policy and prior approval must be granted by the Board as to the institute and the reimbursement of the specific courses.
- I. Mentoring and New Superintendent's Academy.** The Board shall pay and/or reimburse the Superintendent for all fees associated with State-required mentoring. Additionally, the Superintendent may attend the "New Superintendent's Academy"/Leadership Academy sponsored by the New Jersey Association of School Administrators at Board expense. The Board shall pay all fees and costs associated with attendance of the Academy. The Superintendent shall be permitted professional release time to participate in the "New Superintendent's Academy."

J. **Professional Growth and Development.** The Board encourages the continuing professional growth and development of the Superintendent through participation, subject to prior approval of the Board, in the following:

1. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or vocational associations;
2. Seminars and courses offered by public or private educational institutions.
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;
4. Other activities promoting the professional growth of the Superintendent.

K. **No Implied Benefits.** The parties agree and understand that the benefits set forth in this Contract are intended to be comprehensive. The Superintendent is not and shall not be entitled to any fringe benefit except as expressly set forth in this herein and in any written addenda to which the parties may agree.

ARTICLE V ABSENCE FROM DUTIES

A. **Annual Sick Leave.** The Superintendent shall be entitled to twelve (12) sick days annually. Unused sick leave days shall accumulate, as guaranteed by N.J.S.A. 18A:30-3. The Board reserves the right pursuant to N.J.S.A. 18A:30-4 to require the submission of a physician's certification in the event of sick leave claimed after three consecutive sick days.

B. **Emergency Sick Leave.** The Board agrees to credit the Superintendent with thirty-three and one-half (33.5) emergency sick days leave at the commencement of this Contract. These days are to be used in a medical

emergency due to prolonged illness and shall be replaced at the end of each year by the accumulated unused sick days earned each contract year on a day for day basis. Any days remaining from the original thirty-three and one-half (33.5) days upon separation or retirement shall not be eligible for reimbursement or calculation of any attendance compensation.

- C. **Sick Leave at Retirement.** Upon retirement, the Superintendent shall be entitled to payment for accumulated sick leave days at the Superintendent's then-current per diem rate (current salary divided by 260). In no event shall the total payment for such time exceed fifteen thousand dollars (\$15,000). Any such payment shall be made by the Board within thirty (30) days of the Superintendent's last day of employment.
- D. **Personal Days.** The Superintendent shall be entitled to three (3) Personal Days of Absence per year. Up to (3) three unused Personal Days per year shall accumulate as sick days.
- E. **Holidays:** The Superintendent shall be entitled to holidays with pay as set forth in the district calendar adopted annually by the Board for twelve-month employees.
- F. **Vacation Time and Carry Over.** The Superintendent shall be entitled to twenty-four (24) vacation days. Pursuant to N.J.S.A. 18A:30-9, upon request to and with the consent of the Board President, the Superintendent may carry over no more than twelve (12) unused vacation days into the next school year, for use in the following year.
- G. **Scheduling of Vacation Time.** The Superintendent may take vacation days during the course of the year, upon reasonable notice to the Board President.

- H. **Vacation Leave at Separation.** Upon separation from service, the Superintendent shall be entitled to payment for all vacation time currently being carried consistent with subparagraph F, above, not to exceed thirty-six (36) days, at the Superintendent's then-current per diem rate (current salary divided by 260). Any such payment shall be made by the Board within thirty (30) days of the Superintendent's last day of employment.
- I. **Death in Family.** The Superintendent shall be entitled to up to five (5) workdays of absence with pay per incident in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother or sister. In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece, nephew, sister-in-law or brother-in-law, there shall be no deduction in the salary for absence on the day of the funeral.
- J. **Payments to Estate.** In the event that the Superintendent dies during the term of this Agreement, any payments to which he is entitled for unused vacation time shall be payable to the Superintendent's estate. Pursuant to N.J.A.C. 6A:23A-3.1, no payments for unused sick time shall be payable to the estate.
- K. **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 arose while the Superintendent was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under state law. If, in the good faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal

position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by state law.

- L. **No Implied Leave Benefits.** The parties agree and understand that the leave of absence rights and obligations set forth in this Contract are intended to be comprehensive, except as provided by State or Federal law and mandated Board Policies. The Superintendent is not entitled to any absence benefit not expressly set forth herein or in any written addenda, except as provided by law, to which the parties may agree.
- M. **Attendance Record.** The Superintendent shall be responsible for filing an attendance slip, in advance of a day of absence from the District, or immediately upon return to the District in the event of an unplanned absence. The attendance slip shall be filed 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 VI MEDICAL EXAMINATION

The Superintendent shall undergo a pre-employment comprehensive physical examination, which shall consist of a complete physical examination by the Superintendent's physician of choice. Said examination shall be paid for through the Superintendent's insurance, and he shall be responsible for any co-payment for said examination. The Board shall be provided with a certified statement from the physician regarding the examination, indicating whether the Superintendent is fit for duty, which statement shall be filed in the

Superintendent's Personnel File and treated as confidential, pursuant to applicable State and federal law. The Board also reserves the right, pursuant to N.J.S.A. 18A:16-2, to require the Superintendent to undergo a physical or psychiatric evaluation if the Superintendent shows evidence of deviation from normal physical or mental health in the judgment of the Board.

ARTICLE VII EVALUATION OF SUPERINTENDENT

A. **Annual Evaluation.** The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30, in accordance with N.J.S.A. 18A:17-20.3, N.J.A.C. 6A:10-8.1, and Board Policy relating to Superintendent evaluations. Each annual evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings prior to final approval or adoption by the Board. The Board may also meet in closed session to discuss the evaluation of the Superintendent's performance, after providing notice to the Superintendent. 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 Contract of Employment, 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.

- B. **Goals and Objectives.** On or before June 1 of each year of this Agreement, the parties shall meet to establish the District's goals and objectives for the ensuing school year. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated.

ARTICLE VIII TERMINATION OF CONTRACT

- A. **Consent.** This Contract may be terminated upon mutual consent of the parties, under such terms as may be agreed upon in writing by the parties, subject to the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2.
- B. **Nonrenewal.** As set forth above, the Board reserves the right to notify the Superintendent in writing at least ninety (90) days prior to the expiration of this Contract on June 30, 2020 that this Contract shall not be renewed.
- C. **Dismissal.** Dismissal or reduction in compensation shall be governed by Article I.C., above and the controlling law and regulations.
- D. **Resignation.** The Superintendent may unilaterally terminate this Contract by providing at least one hundred twenty (120) days written notice to the Board President and Secretary.
- E. **Suspension.** The Board reserves the right to suspend the Superintendent without pay in the event that the Superintendent is indicted, or pursuant to the Tenure Hearing Laws in accordance with applicable law. The Board separately reserves the right to suspend the Superintendent with pay and to remove the Superintendent from the performance of this Contract in accordance with applicable law.

F. **Automatic Termination.** Notwithstanding any provision of this Contract to the contrary, the parties agree that this Contract shall terminate, and the Superintendent's employment shall cease, under any of the following circumstances:

1. Failure to possess/obtain necessary and proper certifications;
2. Revocation or suspension of the Superintendent's certification;
3. Forfeiture of employment pursuant to N.J.S.A. 2C:51-2; and
4. Discovery of knowing misrepresentation of employment history, educational and professional credentials, or criminal background.

ARTICLE IX NOTICES

Any notice, report or demand required or permitted by any provision of this Contract shall be deemed to have been sufficiently given or served for all purposes if it is sent by certified mail, return receipt requested, or by hand delivery as follows:

THE BOARD: Millstone Township Board of Education
 5 Dawson Court
 Millstone, New Jersey 08535

THE SUPERINTENDENT: Christopher Huss, EdD
 At the home address as identified in District records

**ARTICLE X
CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Contract and the provision of any Board Policy, practice, or any permissive State or federal law or regulation, the terms of this Contract shall take precedence over the contrary provisions.

**ARTICLE XI
SAVINGS CLAUSE**

If, during the life of this Contract, any clause is determined to be illegal or unenforceable under controlling law, all remaining provisions shall remain in full force and effect.

**ARTICLE XII
WAIVER**

The parties mutually understand and represent that any waiver of any provision of this Contract by them shall not be deemed to waive any other or subsequent breach, and shall not be construed as a modification of the terms of this Contract.

**ARTICLE XIII
ENTIRE AGREEMENT / CONSENT**

The parties hereto understand and expressly intend that this Contract embodies and contains the entire understanding and agreement between them, and that there are no representations, promises, or considerations of any nature whatsoever, except as set forth herein. The parties acknowledge, they have had the opportunity to review all provisions hereof with their respective legal counsel.

The parties also acknowledge that as required by N.J.A.C. 6A:23A-3.1 and N.I.S.A. 18A:7-B(i), the Executive County Superintendent or designee has reviewed and approved all terms of this Contract prior to final Board action.


IN WITNESS WHEREOF, and intending themselves to be bound hereby, the parties have set their hands and seals to this Contract effective upon the day and year first written above.

**MILLSTONE TOWNSHIP
BOARD OF EDUCATION**



Board President


Dated: 6/12/17

Witness:


Board Secretary

Dated: 6/12/17

SUPERINTENDENT OF SCHOOLS



Christopher Huss, EdD

Dated: 6/12/17

Witness:

Dated:

**MONMOUTH COUNTY
EXECUTIVE COUNTY SUPERINTENDENT**

Dr. Lester Richens
Interim Executive County Superintendent

Dated:

Witness:

Dated:

