

EMPLOYMENT AGREEMENT

BETWEEN THE

MOUNTAIN LAKES BOARD OF EDUCATION

AND

MICHAEL J. FETHERMAN

THIS EMPLOYMENT AGREEMENT is made and entered into this 4th day of ~~April~~^{May}, 2020, by and between the **MOUNTAIN LAKES BOARD OF EDUCATION**, with offices located at 400 Boulevard, Mountain Lakes, NJ 07046 (hereinafter referred to as the "Board"), and **MICHAEL J. FETHERMAN** (hereinafter referred to as the "Superintendent").

W I T N E S S E T H :

WHEREAS, the Board desires to provide the Superintendent with a written Employment Agreement in order to enhance administrative stability and continuity within the Mountain Lakes School District (hereinafter referred to as the "District") which the Board believes improves the quality of its overall education program; and

WHEREAS, the Board and the Superintendent believe that a written Employment Agreement is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District.

NOW, THEREFORE, based on the foregoing premises and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM

The Board hereby employs, and Michael J. Fetherman hereby accepts, employment as the Superintendent of Schools for the period beginning ~~July 15,~~ ^{August 5,} 2020, or as soon thereafter as is reasonably practicable, and ending June 30, 2024, all in accordance with the terms and conditions contained herein.

2. COMPENSATION

a. The Board shall pay the Superintendent a prorated salary of Two Hundred Six Thousand Forty Six Dollars (\$206,046) for the period beginning on July 15, 2020, or as soon thereafter as is reasonably practicable, and ending June 30, 2021.

b. For the period from July 1, 2021 through June 30, 2022, the Board shall pay the Superintendent an annual salary of Two Hundred Nineteen Thousand Three Hundred Dollars (\$219,300), which represents a two percent (2%) increase on the previous year's salary.

c. For the period from July 1, 2022 through June 30, 2023, the Board shall pay the Superintendent an annual salary of Two Hundred Twenty Three Thousand Six Hundred Eighty Six Dollars (\$223,686), which represents a two percent (2%) increase on the previous year's salary.

d. For the period from July 1, 2023 through

June 30, 2024, the Board shall pay the Superintendent an annual salary of Two Hundred Twenty Eight Thousand One Hundred Sixty Dollars (\$228,160), which represents a two percent (2%) increase on the previous year's salary

e. The Superintendent shall be paid his annual salary in accordance with the schedule of salary payments in effect for other certified employees.

f. A day's pay shall be defined as 1/260th of the Superintendent's annual salary.

g. During the term of this Employment Agreement, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits.

3. PROFESSIONAL CERTIFICATION

The Superintendent shall at all times hold a valid New Jersey School Administrator's certificate to act as a Chief School Administrator in the State of New Jersey.

4. DUTIES

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

a. To faithfully perform the duties of Superintendent 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 Employment Agreement.

b. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Employment Agreement; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without the written consent of the Board. The Superintendent shall notify the Board President in the event he is going to be away from the District on District business.

c. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board.

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 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 committee on all matters affecting the District.

5. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per year prior to June 30th, and in accordance with the statutes, rules, regulations and Board Policy relating to the Superintendent's evaluation. Each evaluation shall be based upon the criteria adopted by the

Board, the goals and objectives of the District, the responsibilities of the Superintendent and such other criteria as the New Jersey State Department of Education and/or Board of Education shall prescribe.

On or before June 30th of each year of the Employment Agreement, the Board and Superintendent shall meet in closed executive session for the purpose of evaluation of the performance of the Superintendent. The Board shall, prior to said meeting, supply the Superintendent with a copy of its written evaluation of the Superintendent and shall provide direction as to the area(s) of performance in need of improvement. 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 and this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. The Board and Superintendent shall mutually agree upon the evaluation format in every year of this Employment Agreement.

On or before September 15th in year one of this Employment Agreement, 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 15th 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.

6. ABSENCES

a. Vacations

The Superintendent shall be entitled to an annual vacation of twenty-five (25) prorated working days per year for the term of this Employment Agreement. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of this Employment Agreement. The Superintendent shall take his vacation time after giving the Board one (1) week's prior 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.

The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than ten (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 taken will be forfeited and shall have no cash value. In the event that the

Superintendent's Employment Agreement is terminated prior to its expiration, unused vacation time shall be paid on a prorated basis of days accrued per month. Upon separation from service, the Superintendent shall be paid for all unused vacation days at the Superintendent's daily rate of pay, based upon a 260 day work year, within thirty (30) days of his last day of employment. Unused accumulated vacation days shall be payable to the Superintendent's estate.

b. Holidays

The Superintendent shall be entitled to the following holidays with pay only when schools and offices are closed:

- Labor Day
- Rosh Hashanah
- Yom Kippur
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Good Friday
- President's Day
- Memorial Day
- July 4th

c. Sick Days

The Superintendent shall receive twelve (12) sick days without deduction of pay per school year, for

the term of this Employment Agreement. Sick days shall be accumulative in accordance with N.J.S.A. 18A:30-3. Upon retirement from the District and subject to a maximum payment of Fifteen Thousand Dollars (\$15,000), the Board shall pay the Superintendent for his unused accumulated sick days at the rate of 1/260 of the Superintendent's then current salary. Payment due hereunder shall be made within thirty (30) days of the Superintendent's last day of employment.

Upon commencement of employment, the Board shall provide the Superintendent with a bank of forty (40) sick days to be utilized in the event of illness that forces the Superintendent to exhaust all of his accumulated sick leave. The sick leave bank shall be reduced each year by the number of accumulated, but unused sick days the Superintendent has accumulated in the prior year. Any banked sick leave days remaining at the time of the Superintendent's retirement shall not be eligible for reimbursement.

d. Personal Days

Up to two (2) non-cumulative personal days without deduction of pay per school year shall be allowed for personal reasons. Whenever possible, the Superintendent shall ask the Board President for written approval for personal leaves three (3) school days in advance. In the event of an emergency advance approval will not be required. The use of personal days at the beginning or end of the student vacation periods or holidays is discouraged unless they are of an

emergency nature. Unused personal days shall convert to sick days.

e. Bereavement Days

The Superintendent shall be granted up to five (5) days of paid absence immediately following the death of an immediate family member. Immediate family consists of spouse, spouse's parents, child, step-child, parent, brother, sister, or any other relative living as a member of the immediate household.

7. INSURANCE

a. The Superintendent is eligible for membership in the Board's health insurance plan with either individual or family health benefits coverage. The Superintendent shall contribute towards the cost of his health insurance premiums in accordance with applicable law. In no case shall the Superintendent pay less than the 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391). Such limitation shall in no way link this Employment Agreement with any agreement collectively negotiated with other District employees. The premium shall be paid by the Superintendent through payroll deduction.

b. 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 of waiving such coverage. Any such payments will be in accordance with and are subject to applicable law and administrative regulation.

c. The Superintendent has voluntarily waived family health benefits coverage and membership in the District's dental care plan because he is covered through his spouse. The Superintendent also waives any payment for waiving such coverage. The Superintendent may have his health benefits restored during the open enrollment period in each year of this Employment Agreement, or in the event the Superintendent experiences a life-changing event that necessitates restoration of health benefits.

8. PROFESSIONAL DEVELOPMENT

a. Workshops, Conferences and Conventions

The Board agrees to provide release time and pay the full cost of registration fees, mileage and reasonable expenses incurred in connection with one (1) national and one (1) state convention, the annual School Boards conference and TechSpo; provided, however, that the Superintendent shall not be eligible to register for any of the foregoing workshops, conferences, seminars and conventions after he has given notice of termination of this Employment Agreement, pursuant to Paragraph 12 below. Any additional expenses will require Board approval. Reimbursement or payment

for such expenses shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

b. Membership in Professional Associations

The Board agrees to pay the full cost of membership in the following organizations: NJASA, AASA, MCASA, and such other organizations as the Board and the Superintendent deem to be beneficial.

Reimbursement or payment for such expenses shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

c. Tuition Reimbursement

The Board shall provide the Superintendent with a tuition reimbursement for graduate level courses in a doctoral program at Seton Hall University, a duly accredited institution of higher education as required by *N.J.A.C.* 6A:23A-3.1(e)(15). The Superintendent shall receive \$15,000 for the 2020-2021 school year and \$15,000 for the 2021-2022 school year, provided that the Superintendent remains employed in the District for the full term of this Employment Agreement. If the Superintendent voluntarily leaves the District prior to said

time period, he shall be required to reimburse the Board for the full amount paid to him pursuant to this provision. No payment shall be provided by the Board without an official tuition bill. Notwithstanding the above, the Superintendent can only receive tuition reimbursement for a degree that is related to his current or future job responsibilities as required by N.J.S.A. 18A:6-8.5.

9. ADDITIONAL BENEFITS

The Board shall supply the Superintendent with the use of a laptop computer or iPad (with Internet access) which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer or iPad shall be replaced as necessary.

10. MEDICAL EXAMINATION

The Superintendent shall undergo a physical examination prior to his initial employment pursuant to N.J.S.A. 18A:16-2 and N.J.S.A. 18A:16-3, the scope of which shall be determined under rules of the State Board. The Superintendent shall provide the Board with a written statement of assurance from his physician that he is fit to perform the duties set forth under Paragraph 4 of this Employment Agreement.

11. RENEWAL OF EMPLOYMENT AGREEMENT

The Board shall notify the Superintendent in writing on or before March 3, 2024, whether his Employment Agreement shall be extended for another term. The Superintendent shall notify the Board, on or prior to January 1, 2024 of its responsibility described herein. This notice shall not be construed to relieve the Board from its statutory notice duties. In all other respects, the renewal of this Employment Agreement shall be subject to the provisions of Title 18A and applicable State Board of Education regulations.

12. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated by:

- a. Mutual agreement of the parties; or
- b. Unilateral termination by the Superintendent not less than ninety (90) days' written notice to the Board; or
- c. Pursuant to the provisions of Title 18A and applicable State Board of Education Regulations.

13. CRIMINAL HISTORY CHECK

The Superintendent shall be subject to a criminal history record check as set forth in *N.J.S.A.* 18A:6-7.1 to 7.5 and shall furnish the Board with verification of same. The Superintendent shall bear the cost for the criminal history record check. The Superintendent shall be subject to the additional employment history review set forth in *N.J.S.A.* 18A:6-7.6 et seq., which requires the authorization for

disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

14. REVOCATION CLAUSE

The Parties hereto agree that in the event the Superintendent's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if 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 Agreement shall terminate and the Superintendent's employment shall cease.

15. MODIFICATION CLAUSE

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

16. SAVINGS CLAUSE

If during the term of this Employment Agreement it is found that a specific clause of the agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they

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

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be duly executed by the Board President and the Superintendent on the date written above.

WITNESS:

MOUNTAIN LAKES BOARD OF EDUCATION

Carol Delsandro
CAROL DELSANDRO
Business Administrator/Board Secretary

BY: Joseph Chang
JOSEPH CHANG
Board President

DATED: 5/11/20

DATED: 5/11/2020

WITNESS:

Carol Delsandro
CAROL DELSANDRO
Business Administrator/Board Secretary

Michael J. Fetherman
MICHAEL J. FETHERMAN
Superintendent of Schools

DATED: 5/11/20

DATED: 5/15/20