

**EMPLOYMENT CONTRACT
BETWEEN THE HARDYSTON BOARD OF EDUCATION
AND MARTIN GLEN SUMPMAN, CHIEF SCHOOL ADMINISTRATOR/PRINCIPAL**

THIS AGREEMENT made this 23rd day of June, 2009, by and between the Hardyston Board of Education, with Administrative Offices located at 183 Wheatsworth Road, Hamburg, New Jersey 07419 (hereinafter referred to as "the Board") and Martin Glen Sumpman.

WITNESSETH:

WHEREAS, the Board desires to employ the services of Mr. Sumpman as the Chief School Administrator/Middle School Principal (hereinafter referred to as "the CSA/Principal") of the Hardyston School District and desires to provide a written employment contract in order to enhance administrative stability and continuity within the school, subject to the terms of this Contract; and

WHEREAS, Mr. Sumpman has agreed to provide said services; and

WHEREAS, the Board and Mr. Sumpman wish to embody in this contract the terms and conditions of their Agreement;

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

1. TERM:

The Board hereby agrees to employ Mr. Sumpman as CSA/Principal of the Hardyston School District for a term commencing on August 15, 2009 and ending June 30, 2013. The parties acknowledge that this agreement must be approved by the Sussex County Executive County Superintendent in accordance with applicable law and regulation.

2. CERTIFICATION:

During the term of this agreement, the CSA/Principal shall at all times hold a valid and appropriate certificate to act as a Chief School Administrator and Middle School Principal in the State of New Jersey, as well as any and all other certifications required by law to serve in the position of Chief School Administrator and Middle School Principal (attached as Exhibit A). The parties hereto agree that in the event the CSA/Principal's certification is revoked or otherwise not maintained in full force and effect, this agreement shall be null and void as of the date of the revocation. A certified copy of Mr. Sumpman's academic record, including course transcripts for most recent degree earned, has been provided to the Board of Education and will be kept on file in the Board office (attached as Exhibit B).

3. DUTIES:

The CSA/Principal shall devote his full time skills, energy and attention to the business of the Board and shall not engage in other employment or activities which would unreasonably interfere with the performance of his duties as a Chief School Administrator/Middle School Principal. The CSA/Principal shall be the Chief Executive and Administrative Officer of the Board and shall have general supervision over all aspects of the District's operations, including fiscal operations and instructional programs, and the CSA/Principal shall keep himself informed as to the condition and progress thereof and, from time to time, shall make reports thereon to the Board, and, when so required, to the Executive County Superintendent, to the Commissioner of Education and to the State Board of Education of New Jersey. The CSA/Principal shall make recommendations to the Board for the arrangement of the administrative and supervisory staff, including the instruction and business affairs, in a manner which, in his judgment, best serves the District and, to the extent permitted by law, may make appropriate staffing assignments. The CSA/Principal shall recommend the

selection, placement, transfer, renewal and dismissal of personnel, both instructional and non-instructional, subject to Board approval, and the non-renewal of personnel shall occur upon the CSA/Principal's notification to the employee and the Board subject to law. The members of the Board, individually and collectively, will refer criticisms, complaints, and/or suggestions concerning the operation and management of the District, which are called to their attention, to the CSA/Principal. The Board will not take any action on any such criticisms, complaints and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board. The CSA/Principal shall have the right to contact the Board Attorney for legal assistance as the need arises in carrying out his duties.

The CSA/Principal shall faithfully perform the duties of the Chief School Administrator as outlined in the Board's job description for the Chief School Administrator, which may be modified from time to time, consistent with district goals and objectives, all in accordance with the laws of the State of New Jersey and of the United States, the rules and regulations adopted by the New Jersey State Board of Education and the New Jersey State Department of Education, as well as all of the current and future policies of the Board. In his capacity as Middle School Principal, the CSA/Principal shall perform all of the duties and responsibilities set forth in the Board's job description for the position of Middle School Principal.

The parties agree that the CSA/Principal shall attend all Board meetings and committee meetings of the Board and he or his delegate has the right to make recommendations to the Board or a committee of the Board with respect to any proposed action or policy.

4. COMPENSATION:

A. Any adjustments 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 CSA/Principal have entered into a new Employment Contract.

1. Salary

The Board shall provide the following salary as part of the CSA/Principal's compensation:

a) Initial Salary: The Board shall pay the CSA/Principal an annual salary of \$135,000, pro-rated, from August 15, 2009 to June 30, 2010. This annual salary rate shall be paid in accordance with the schedule of salary payments in effect for other administrative employees;

b) Effective July 1, 2010 to June 30, 2013, the annual salary shall be \$135,000 annually for each year of the contract, payable in accordance with the schedule of salary payments in effect for other administrative employees.

5. SICK LEAVE:

The Board shall provide to the CSA/Principal twelve (12) sick days for each July 1 to June 30, contract year. Any partial work year shall be pro-rated based upon the number of days worked in the District. All unused sick days shall be accumulated and available for sick leave, if needed, in subsequent years in accordance with the provisions of Title 18A. The CSA/Principal shall be entitled to a sick bank of fifty (50) days, which shall be available for immediate use. The initial bank of sick days does not accumulate and shall be reduced by an equal number of unused earned sick days, based on twelve (12) sick days per year. Upon retirement or resignation, there will be no payment for unused sick days.

6. VACATION DAYS:

The CSA/Principal shall be entitled to twenty (20) vacation days (exclusive of school holidays) per contract year. Vacation days shall be earned at the rate of 1.6 days per

month. A maximum of five (5) vacation days may be carried over into the next year with the approval of the Board. Any carryover days must be used by March 31 of the year in which they are carried over. Upon retirement or resignation, there will be no payment for unused vacation days.

In the event that the CSA/Principal terminates the contract before the end of the contract year and the CSA/Principal has used more than the pro-rated number of vacation days for the partial year worked, the CSA/Principal shall reimburse the Board for the vacation days used at his per diem salary rate at that time. Requests for successive vacation days of a week or more require thirty (30) days notice to the Board for approval with a copy of the notice to the Business Administrator. Requests for successive vacation days of less than one (1) week require five (5) days notice to the Board President with a copy of the notice to the Business Administrator. All requests for vacation days must be made in writing and will be kept on file in the Board office.

7. PERSONAL LEAVE:

The CSA/Principal shall be entitled to three (3) days of leave with pay for personal reasons per contract year. Personal days are non-cumulative and as such may not be carried over to the subsequent year or converted to sick days. The CSA/Principal shall provide the Board President with at least two (2) days notice of his intent to take a personal day, with a copy to the Business Administrator, except in the case of an emergency.

8. DISABILITY:

Should the CSA/Principal be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, the parties

may negotiate the termination of this Contract. This does not, however, preclude the Board from seeking the CSA/Principal's retirement for disability as provided by law.

9. UNPAID LEAVE OF ABSENCE:

If, during the term of this Employment Contract, the CSA/Principal requires an unpaid leave of absence, the Board shall allow the CSA/Principal to use his unused accumulated vacation time, and may, by approval of the Board of Education, charge the days to such leave of absence. Requests for such leave must be made in writing to the Board President, with a copy to the Business Administrator and shall be kept on file in the Board office.

10. BEREAVEMENT LEAVE:

The CSA/Principal shall be entitled to up to three (3) days personal leave for the death of an immediate family member and two (2) days for the death of another relative. These days are non-cumulative and non-reimbursable. Requests for such leave must be made in writing to the Board President with a copy to the Business Administrator and shall be kept on file in the Board office.

11. CONFERENCES:

The Board shall pay for the CSA/Principal's attendance at the NJASA and NJSBA conferences up to a maximum of \$1,000.00 which includes hotel, registration and meals. Such reimbursement shall comply with all applicable provisions of state laws, regulations, applicable OMB Circulars, and with Board policy. The CSA/Principal may attend such other state conferences as may be approved in advance by the Board, subject to prior Board approval regarding cost, in accordance with Chapter 53 of the Public Laws of 2007 (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7).

12. HOLIDAYS:

The CSA/Principal shall receive the following paid holidays: Fourth of July, Labor Day, Thanksgiving Day and the Friday afterward, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 3rd when July 4th falls on Tuesday and July 5th when July 4th falls on a Thursday. The legal holidays of Columbus Day, Martin Luther King Day and Presidents' Day shall be considered holidays if they are included as such on the school calendar. School recess periods and school holidays not included in the above list are work days.

13. RECORD OF LEAVE DAYS:

The CSA/Principal shall ensure that the Board Secretary records all written requests for sick leave, vacation, personal, professional, and bereavement leave days taken.

14. HEALTH BENEFITS AND INSURANCE:

The Board shall provide and pay for the full cost of single or family major medical (including prescription), hospitalization, and dental insurance protection for the CSA/Principal and his family.

The CSA/Principal may choose to waive the medical insurance coverage offered to him in this paragraph. If the CSA/Principal chooses to make such a waiver, he must do so at the inception of each year of this contract and complete an insurance waiver form and provide proof of alternative insurance coverage. If the CSA/Principal waives his health benefits, he shall be compensated as follows: \$2,000. single; \$2,300. employee/child; \$2,700. husband/wife; and \$3,000. family.

15. LIABILITY INSURANCE:

The Board agrees to cover the CSA/Principal under the Board's liability insurance, including employment practice liability.

16. PROFESSIONAL ORGANIZATION FEES:

A. The CSA/Principal shall be entitled to membership at the Board's expense for professional dues in the following professional associations: NJASA, NJSBA, and the Sussex County Administrators Association and/or other organizations deemed important by the CSA/Principal and with the approval of the Board of Education.

The CSA/Principal also shall be entitled to reimbursement for expenses which he may incur while discharging the duties of Chief School Administrator and Principal in accordance with the "The School District Accountability Act" and affiliated regulations.

B. The CSA/Principal may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

17. TRAVEL REIMBURSEMENT:

The Board shall provide indemnification to the CSA/Principal in accordance with the provision of N.J.S.A. 18A:16-6 and 18A:16-6.1.

18. EVALUATIONS:

By no later than July 31 of each school year, the Board, in consultation with the CSA/Principal, shall establish criteria for evaluation of the CSA/Principal during the current school year. Such criteria shall be in writing and shall formulate the basis on which the CSA/Principal is evaluated.

The Board shall evaluate the performance of the CSA/Principal at least once a year prior to April 1st, in accordance with the statutes, rules, regulations and Board policy relating to the CSA/Principal evaluation. The annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. A copy of the evaluation, with supportive documentation, shall be provided to the CSA/Principal prior to the meeting with the Board to discuss the findings

in the evaluation. Each evaluation shall be based upon the criteria adopted by the Board, the goals and objectives of the District, the responsibilities of the CSA/Principal and such other criteria as the New Jersey State Department of Education and/or Board of Education shall prescribe.

On or before April 30th of each year of the Contract, the Board and CSA/Principal shall meet in executive session for the purpose of evaluation of the performance of the CSA/Principal. The Board shall, prior to said meeting, supply the CSA/Principal with a copy of its written evaluation of his performance 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 CSA/Principal is unsatisfactory in any respect, it shall describe in writing and 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 CSA/Principal shall have the right to respond in writing to the evaluation within ten (10) working days of receipt of the evaluation. This response shall become a permanent attachment to the CSA/Principal's personnel file upon the CSA/Principal's request.

19. PERSONNEL RECORDS:

The CSA/Principal 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. No material derogatory to the CSA/Principal's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The CSA/Principal 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 CSA/Principal shall also have the right to submit a written answer to such material.

20. RELEASE OF PERSONNEL INFORMATION:

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the CSA/Principal's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the CSA/Principal, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

21. TERMINATION/RENEWAL/NONRENEWAL OF EMPLOYMENT:

This Contract may be terminated under the following conditions:

- A. The Board shall provide the CSA/Principal with written notice of its intent not to renew this Contract with such notification being given prior to the expiration of the contract by a length of time equal to 30 days for each year in the term of the current contract. Upon issuance of such notice of non-reappointment, employment shall cease at the expiration of the term of this Contract.
- B. The CSA/Principal shall be required to provide no less than ninety (90) calendar days' written notice of his intention to resign or retire.
- C. If the CSA/Principal is precluded from performing his duties by any judgment, order or directive of any Court of competent jurisdiction or by the Commissioner of Education of the State of New Jersey, all provisions of this Contract shall terminate and the CSA/Principal's employment shall cease.

D. During the term of this Contract, the CSA/Principal shall not be dismissed or reduced in compensation except for inefficiency, incapacity or conduct unbecoming or any other reason set forth in Title 18A and then only in the manner prescribed by law.

E. It is stipulated that pursuant to N.J.S.A. 18A:17-20.1, the failure on the part of the Board to provide 120 days written notice to the CSA/Principal before June 30, 2013 shall be deemed to automatically renew this Contract for an additional term as allowed by law.

F. In the event the parties agree to terminate this Contract prior to its expiration date and to relieve the CSA/Principal from the actual performance of his duties upon the approval of the Commissioner of Education, the Board shall compensate the CSA/Principal for either three (3) months salary times the number of years remaining on this Contract, or the remaining salary amount due under the contract, whichever is less, minus compensation from any and all other employment. It is understood that the CSA/Principal must make a good faith effort to find employment elsewhere or retire as soon as possible and prior to the expiration date of the written Contract. The salary received in such employment shall be deducted from the payment made to the CSA/Principal by the Board.

22. RIGHT TO LEGAL COUNSEL:

The CSA/Principal acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development and approval of this Employment Contract.

23. NEW JERSEY LAW:

This Agreement shall be construed in accordance with the provisions of the laws of the State of New Jersey,

24. CONFLICTS:

In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of Board policy or any permissive state and/or federal law then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive laws during the Contract term.

25. SEPARABILITY/SAVINGS CLAUSE:

If, during the term of this Contract, it is found that any specific sentence, clause or paragraph or section of this Contract is deemed to be illegal by a Court or agency of competent jurisdiction under federal or state law, then the remainder of the Contract provisions not affected by such ruling shall remain in full force and effect.

26. MISCELLANEOUS:

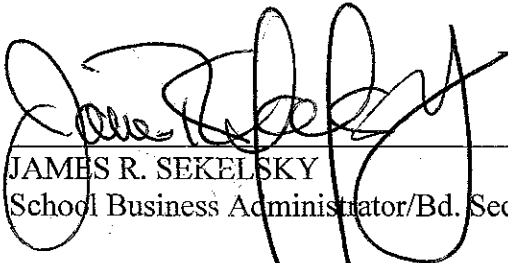
During the term of this Contract, the CSA/Principal shall have the use of a cell phone and lap top computer for District business and reasonable personal use.

27. ENTIRE CONTRACT:

This Contract contains the entire understandings of the parties. This Contract may not be modified or amended except by mutual agreement of the parties incorporated in a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have hereon to set their hands and seals either individually or by their duly authorized officers with proper corporate seal affixed hereto on the dates set forth herein.


ATTEST:



JAMES R. SEKELSKY
School Business Administrator/Bd. Secretary

DATED: 6/29/2009

BOARD OF EDUCATION OF THE
TOWNSHIP OF HARDYSTON



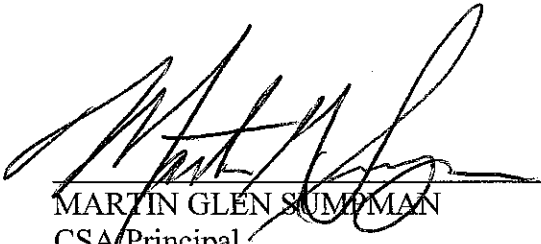
CHRISTINE CLAVIN
Board President

ATTEST:



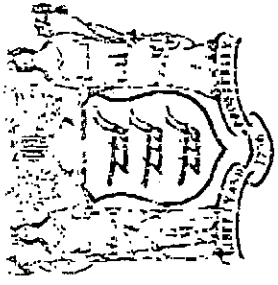
NICOLE MEYER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/6/2012

DATED: 7/1/09



MARTIN GLEN SUMPPAN
CSA/Principal

The State of



New Jersey

Department of Education State Board of Examiners

CERTIFICATION

This is to certify that

HARTIN SUMPAN

has met all of the requirements established by the State Board of Education and is
authorised to serve in the public schools of New Jersey as indicated below:

TYPE	ISSUED	EXPIRES	DESCRIPTION	CO. DIST.
REC.	07/79	-	SCHOOL ADMINISTRATOR *****	

Fred A. Bank
Commissioner of Education



Fred A. Price
Secretary, State Board of Examiners