

**CONTRACT OF EMPLOYMENT**  
**Between**  
**RED BANK REGIONAL BOARD OF EDUCATION**  
**And**  
**DR. LOUIS MOORE**  
**SUPERINTENDENT OF SCHOOLS**

**THIS CONTRACT OF EMPLOYMENT** is made and entered into this 20<sup>th</sup> day of June, 2018 by and between the **RED BANK REGIONAL HIGH SCHOOL BOARD OF EDUCATION**, with offices located at 101 Ridge Road, Little Silver, New Jersey 07739 (hereinafter the “Board”)

and

**LOUIS MOORE, Ph.D.**, whose position is to be the Superintendent of Schools (hereinafter the “Superintendent”).

**THIS CONTRACT OF EMPLOYMENT** replaces and supersedes all prior Contracts of Employment between the parties thereto effective July 1, 2018. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein effective July 1, 2018.

**WITNESSETH**

**WHEREAS**, the Board and the Superintendent believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

**WHEREAS**, the Board offered Dr. Moore the position of Superintendent, and he has accepted the Board’s offer; 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; and

**WHEREAS**, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on June 20, 2018, and has authorized the President of the Board to execute this Contract of Employment.

**NOW, THEREFORE**, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. **TERM**

The Board hereby agrees to employ Dr. Louis Moore as the Superintendent of the Red Bank Regional High School Board of Education for the period beginning on July 1, 2018 and ending at midnight on June 30, 2023.

## 2. CERTIFICATION AND RESPONSIBILITIES

### A. Certification:

The Superintendent shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Superintendent. In the event the Superintendent's certificate issued by the Department of Education is revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

### B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of Schools for the Board and serve as the chief school administrator and executive officer in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent, is incorporated into this Contract of Employment and shall be followed by the Superintendent;

b. devote his full time, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with prior notice to and prior approval of the Board, undertake short term consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as Superintendent;

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description;

d. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above, and subject to applicable Board policies and directives;

e. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to him in accordance with the responsibilities outlined above. Any complaints, criticism, or suggestions called to the Board's attention shall be discussed by the Board at a regularly scheduled or special meeting of the Board, and a consensus of the Board shall be sought to direct the Superintendent to study, recommend, and/or take action on the matter discussed;



f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent;

g. structure his working day and organization to insure that all duties are performed and obligations met;

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction;

i. have a seat on the Board and 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, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District;

j. 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;

k. 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;

l. report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein;

m. consult with the Board Attorney as the Superintendent deems appropriate.

All duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibilities of the Superintendent, and shall be set by Board policy and in the Job Description for the Superintendent which may be modified from time to time, consistent with the intent set forth above.

### 3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Board encourages the continuing professional growth of the Superintendent through his participation as he and the Board might decide, in light of his responsibilities as the Superintendent, in the following ways:

A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;

- B. Seminars and courses offered by public or private educational institutions;
- C. 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;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Superintendent.

For each school year, expenses for meals, lodging, registration, and transportation for at least one (1) national and at least two (2) state conferences of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

#### 4. **COMPENSATION**

##### A. Salary:

For the 2018-2019 school year, the Board shall pay the Superintendent an annual salary of One Hundred Seventy Four Thousand Six Hundred Eighty Nine Dollars (\$174,689.00). The Superintendent's annual salary includes a high school salary increment of Five Thousand Dollars (\$5,000.00).

For the 2019-2020 school year, the Board shall pay the Superintendent an additional Two Percent (2%) over the prior year's annual salary, for a total annual salary of One Hundred Seventy Eight Thousand One Hundred Eighty Three Dollars (\$178,183.00).

For the 2020-2021 school year, the Board shall pay the Superintendent an additional Two Percent (2%) over the prior year's annual salary, for a total annual salary of One Hundred Eighty One Thousand Seven Hundred Forty Six Dollars (\$181,746.00).

For the 2021-2022 school year, the Board shall pay the Superintendent an additional Two Percent (2%) over the prior year's annual salary, for a total annual salary of One Hundred Eighty Five Thousand Three Hundred Eighty One Dollars (\$185,381.00).

For the 2022-2023 school year, the Board shall pay the Superintendent an additional Two Percent (2%) over the prior year's annual salary, for a total annual salary of One Hundred Eighty Nine Thousand Eighty Nine Dollars (\$189,089.00).

The annual salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees.

The Superintendent's base salary is based upon the salary cap set forth in current State regulations. The parties agree that if the salary caps are no longer deemed applicable or if the applicable salary caps increase under the law, the Board, in its discretion, may increase the Superintendent's base salary in accordance with applicable law. Any increase in salary shall receive the prior written approval of the Executive County Superintendent, and shall follow the P.L.2007, c.53 public notice and hearing requirements on the amended Contract of Employment.

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits, except as otherwise provided by law. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, shall not be deemed that the Board and the Superintendent have entered into a new Contract of Employment, and shall require the prior approval of the Executive County Superintendent.

C. Merit Bonus:

In each year of the Contract of Employment, the Board may grant the Superintendent a merit bonus, in addition to the Superintendent's annual salary. The merit bonus will be based upon the Superintendent's achievement of quantitative merit criteria or qualitative merit criteria. The Board and the Superintendent may select One (1) merit goal, either a single quantitative goal or a single qualitative goal in each year of the Contract of Employment. If a quantitative or qualitative merit goal is selected in any year of the Contract of Employment, it shall be valued at 2.5% of the Superintendent's annual salary. The Executive County Superintendent has the right to approve or disapprove of the selection of quantitative merit and qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and qualitative merit criteria.

In the event the Board provides the Superintendent with the opportunity to obtain a merit bonus in in any year of the Contract of Employment, written criteria for determining that merit bonus shall be established by September 30<sup>th</sup> of that Contract of Employment year. In that case, both parties will discuss and mutually agree upon a written draft of the criteria. Prior to adoption by the Board, the criteria shall be submitted to the Executive County Superintendent for prior approval on or before September 30<sup>th</sup> of the Contract of Employment year, or upon a later date as approved by the Executive County Superintendent. Once the quantitative or qualitative merit criteria is approved by the Executive County Superintendent, same shall become part of this Contract of Employment and incorporated by reference herein.

In any Contract of Employment year, if the Board determines that the Superintendent has satisfied the approved merit criteria, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit or qualitative merit criteria has been satisfied and shall await a confirmation of the satisfaction of that criteria from the Executive County Superintendent prior to payment of any merit bonus. The



Superintendent shall receive payment for successfully achieved merit goals within 30 days of the Board's receipt of the Executive County Superintendent's approval of same, or as soon thereafter as practical. In addition, the Board's obligation to pay the Superintendent for an earned merit bonus shall survive the termination of this Contract of Employment.

5. **BENEFITS**

A. Vacation Days/Holidays:

The Superintendent shall be granted twenty one (21) vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract of Employment and each July 1<sup>st</sup> thereafter. If the Superintendent does not complete a Contract of Employment year, the number of days shall be prorated at 1.75 vacation days per month for completed months of service. The Superintendent shall attempt to take vacation time during periods when school is not in session, however the parties acknowledge that no more than five (5) vacation days shall be taken when school is in session. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

If business demands prohibit the Superintendent from using all of his allotted vacation days in a given year, he may carry over unused vacation days to be used during the next year pursuant to law. Except in the year of the Superintendent's separation from employment, any vacation days carried over from the previous year that are not used shall be forfeited.

The Superintendent shall be entitled to time off with pay for all holidays observed by the District and to such other days off with pay as are established by the school calendar, with the exception of non-school days when administrators/supervisors are providing supervision to staff members who are scheduled to work on such days.

B. Personal Days:

The Superintendent shall be granted three (3) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract of Employment. Personal days shall be used to conduct personal matters which require absence during school hours, to be used at the Superintendent's discretion. Except in cases of emergency, the Superintendent shall confirm personal leave use in accordance with District practice prior to the use of the leave. Unused personal days shall convert to sick days at the end of a Contract of Employment year and shall accumulate as provided by law. In no case shall the total number of unused sick days exceed fifteen (15) sick days for the Contract of Employment year.

C. Bereavement Leave:

The Superintendent shall be granted up to five (5) days of bereavement leave, without loss of salary, in the event of each death of a member of the Superintendent's immediate family. The term "immediate family" shall be defined as the Superintendent's husband, wife, son,

daughter, mother, father, mother-in-law, father-in-law, grandmother, grandfather, civil union partner, sister, brother, sister-in-law, brother-in-law, or other relative living in the home of the employee or for whom the employee supports.

D. Health Benefits:

The Board shall provide health benefits coverage for the Superintendent, his spouse/partner, and his dependents. The Superintendent shall be responsible for contributing at the Tier IV level established by P.L. 2011, Chapter 78 toward payment of health benefit premiums. The contribution shall be made through payroll deduction. The Board shall provide the Superintendent with a Section 125 cafeteria plan.

The Superintendent may voluntarily waive health benefit coverage. If the Superintendent elects to waive health benefit coverage, he must provide written representation of alternate insurance coverage to the Board. If the Superintendent chooses to waive health benefit coverage he shall be entitled to a waiver payment equal to Three Thousand (\$3,000.00) Dollars. Half of the reimbursement shall be paid on January 30<sup>th</sup> and the other half shall be paid on June 30<sup>th</sup>. Waivers paid for less than one year shall be prorated. Said payment shall not be considered salary, nor will it be considered pensionable. The Business Office shall develop the forms by which the Superintendent shall waive coverage and apply for payment.

E. Sick Leave:

The Superintendent shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract of Employment. The unused portion of such leave, at the end of any year, shall be cumulative. Unused sick leave may be accumulated from year to year. The Superintendent shall confirm absences resulting from personal illness in accordance with District policies.

Upon initial employment with the District, the Superintendent received a sick leave bank of thirty (30) accumulated sick days. The thirty (30) sick days shall be excluded from the Superintendent's accumulation of sick days for retirement compensation purposes as set forth at Article 6A of this Contract of Employment. Such thirty (30) sick days shall only be used by the Superintendent in the event of an emergency, and such days shall reduce in number on a one-for-one basis as the Superintendent earns sick days at the Red Bank Regional High School District.

F. Family Illness Days:

The Superintendent shall be granted three (3) family illness days, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract of Employment. The unused portion of such leave, at the end of any year, shall not be cumulative. The Superintendent shall confirm absences resulting from personal illness in accordance with District policies.

G. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the following: NJASA, AASA, ASCD, and Monmouth County Superintendent's Roundtable, and, upon the prior approval of the Board, other professional/civic groups and organizations at the option of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills.

H. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for travel and sustenance in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to and from the Superintendent's residence to the district.

I. Cellular Telephone Device:

The Board shall provide the Superintendent with a cellular telephone device, for the purpose of carrying out his duties under the terms and conditions of this Contract of Employment as well as de minimus personal use, and pay the monthly expenses associated with same. The cellular telephone device shall remain the property of the District and shall be returned to the District upon the Superintendent's separation from service.

J. Disability Insurance:

For each school year, the Board shall purchase a disability income policy for the Superintendent, at an annual cost of up to Two Thousand (\$2,000.00) Dollars, that will provide a monthly income to the Superintendent in the event he becomes disabled.

K. Indemnification:

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions and legal proceedings of any kind brought against the Superintendent in his capacity as an 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.

In the event the Superintendent is subject to criminal proceedings brought against him in his official capacity as an agent of the Board, the Board shall not be responsible to defend him or hold him harmless for the costs and expenses incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Superintendent.



6. **RETIREMENT OR SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

The parties agree that, upon retirement, payment by the Board to the Superintendent for his accumulated, unused sick days shall be made within thirty (30) days of his last day of employment.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Superintendent for up to twenty six (26) accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Payment by the Board to the Superintendent for his unused vacation days shall be made within thirty (30) days of his separation from employment.

C. Payment to Estate:

If the Superintendent dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to his estate in accordance with law.

7. **EVALUATION**

The Board shall evaluate the performance of the Superintendent on or before June 30<sup>th</sup>, in accordance with law. The Board and the Superintendent shall meet to review the Superintendent's performance and establish performance goals for the following school year. Each evaluation shall be in writing, a copy shall be provided to the Superintendent, and the Board and the Superintendent shall meet to discuss the findings. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Superintendent as set forth in his job description, and provide for such other criteria as the State Board of Education shall by regulation prescribe. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent shall receive a copy of any backup forms utilized in the evaluation process. The Superintendent shall have the right to respond in writing to each evaluation, and this response shall become a permanent attachment to the evaluation

in question. The evaluation format shall be developed and approved jointly by the Board and the Superintendent within ninety (90) days of the execution of this Contract of Employment. On or before June 30 of each school year, 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.

## 8. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- C. Notification in writing by the Board to the Superintendent at least one hundred fifty (150) days prior to the expiration of this Contract of Employment, of the Board's intent not to renew this Contract of Employment;
- D. In the event that the Superintendent's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- E. Actions consistent with law.

## 9. **MISCELLANEOUS**

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, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. 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 Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law 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 Superintendent'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 Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

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; such documents identified by him, and agreed upon by the Board, shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

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 the Superintendent shall not agree to withhold his signature and 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.

10. **COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

11. **MODIFICATION**

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

12. **CONFLICTS**

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

13. **SAVINGS CLAUSE**

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

**WHEREAS**, the Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same; and

**WHEREAS**, this Contract of Employment has been approved by a vote of the Members



of the Board of Education at its meeting of June 20, 2018, said action having been made a part of the official minutes of that meeting.

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



PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

*State of New Jersey*

DEPARTMENT OF EDUCATION

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LAMONT O. REPOLLET, Ed.D.  
*Acting Commissioner*

DR. LESTER W. RICHENS  
*Interim Executive County Superintendent*

June 7, 2018

Dr. Louis Moore  
Superintendent of Schools  
Red Bank Regional High School District  
101 Ridge Road  
Little Silver, New Jersey 07739-1698

Dear Dr. Moore:

I have reviewed the employment contract for Dr. Louise Moore as Superintendent of Schools in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2018 through June 30, 2023.

If there are any changes to the terms of this contract, you will need to submit it to Dr. Lester W. Richens, Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lester W. Richens".

Dr. Lester W. Richens,  
Interim Executive County Superintendent

LWR:hh