



State of New Jersey
DEPARTMENT OF EDUCATION
HUNTERDON COUNTY OFFICE

PO Box 2900

Flemington, New Jersey 08822-2900

Telephone: 908-788-1414

908-788-1415

Fax: 908-788-1457

E-mail: schools@co.hunterdon.nj.us

Website: www.co.hunterdon.nj.us/schools.htm

Philip D. Murphy

Governor

Sheila Y. Oliver

Lt. Governor

Dr. Angelica Allen-McMillan

Acting Commissioner

Juan Torres

Interim Executive County Superintendent

February 11, 2022

Mr. John Jennings
Board Secretary
High Bridge Borough School District
40 Fairview Avenue
High Bridge, New Jersey 08829

Dear Mr. Jennings:

I have reviewed the employment contract for Dr. Gregory Hobaugh, Superintendent, and the High Bridge Borough School District Board of Education 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 the term beginning July 1, 2022, and terminating on June 30, 2027 with a base salary of \$156,952.50 annually for the 2022-2023 school year, \$160,092 annually for the 2023-2024 school year, \$163,293 annually for the 2024-2025 school year, \$166,559 annually for the 2025-2026 school year, and \$169,890 annually for the 2026-2027 school year.

If there are any changes to the terms of this contract, you will need to submit it to me as Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes. Please be reminded that a signed copy of the executed contract for this position must be submitted to our office upon its approval by the board.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Torres".

Juan Torres
Interim Executive County Superintendent

JT:dew

cc: Dr. Gregory Hobaugh, Superintendent, High Bridge Borough School District
Cindy Sharkey, President, High Bridge Borough Board of Education

CONTRACT OF EMPLOYMENT

This Contract is made this 1st day of July, 2022, between THE BOARD OF EDUCATION OF High Bridge, in Hunterdon County (hereinafter “the Board”) with offices located at

40 Fairview Avenue

High Bridge, New Jersey

and

Gregory Hobaugh

(hereinafter “the Superintendent/Elementary School Principal”)

PREAMBLE

WITNESSETH

WHEREAS, the Board desires to employ the Superintendent/Elementary School Principal as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent/Elementary School Principal with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent/Elementary School Principal believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent/Elementary School Principal is currently the holder of a school administrator certificate as prescribed by the State Board of Education.

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

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Gregory Hobaugh as Superintendent/Elementary School Principal of Schools on/or about July 1, 2022 to 12:01 a.m. June 30, 2027. The parties acknowledge that this Contract must be approved by the Hunterdon County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent/Elementary School Principal currently possesses the appropriate New Jersey administrative certifications and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent/Elementary School Principal's certification(s) is/are revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent/Elementary School Principal will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III

DUTIES

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

A. To perform faithfully the duties of Superintendent/ Elementary School Principal 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 /Elementary School Principal, is incorporated by reference into this Contract and attached as Exhibit A.

B. To devote the Superintendent/ Elementary School Principal's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent/Elementary School Principal choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent/ Elementary School Principal shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent/Elementary School Principal's position require him to work long and irregular hours, and occasionally may require

that he attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A.* 18A:27-4.1.

D. To non-renew personnel pursuant to *N.J.S.A.* 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent/Elementary School Principal shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent/Elementary School Principal or by staff at the Superintendent/Elementary School Principal'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/Elementary School Principal shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent/Elementary School Principal notifying him that his employment will be discussed in closed session, and the Superintendent/Elementary School Principal had not requested that the meeting be conducted in public, or where the

Superintendent/Elementary School Principal has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the school district.

I. To perform all duties incident to the Office of the Superintendent/Elementary School Principal and such other duties as may be prescribed by the Board. In the event the Board intends to substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title, the parties shall negotiate additional compensation for the Superintendent commensurate with the increase in his duties. The Superintendent/Elementary School Principal shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV

SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent/Elementary School Principal have entered into a new employment contract. The amended contract is subject to the review and approval of the Executive County Superintendent

1. Salary. The Board shall provide the following salary as part of the Superintendent/Elementary School Principal's compensation:

a. Initial Salary. The Board shall pay the Superintendent/Elementary

School Principal an annual salary of one hundred and fifty six thousand, nine hundred fifty-two dollars and 50/100 (\$156,952.50) for the 2022-2023 school year, this annual salary rate shall be paid to the Superintendent/Elementary School Principal in accordance with the schedule of salary payments in effect for other certified employees.

b. Effective July 1, 2023 and each July 1st thereafter, the Superintendent/Elementary School Principal shall receive a minimum salary increase of 2% of his base salary. In the event that the Board and the Superintendent/Elementary School Principal agree that a salary increase should exceed the above percentage increase, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on 12:01 am on July 1, 2027 at the expiration of this Contract. Any renewal, amendment or modification of this Contract shall comply with the notice provisions of P.L. 2007,c.53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1 et seq. and must be approved by the Executive County Superintendent.

B. Sick leave. The Superintendent/Elementary School Principal shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. The Board will grant the Superintendent/Elementary School Principal 25 sick days in the event of a catastrophic need. These 25 days will be brought forward from his current

employer, and will be compensated on a per diem basis in the event the Superintendent/Elementary School Principal needs to utilize them, however, these days will not count towards any retirement payout.

1. Upon retirement, the Superintendent/Elementary School Principal shall be paid for his accrued, unused sick days at the per diem rate of 1/260th of his final annual salary subject to a maximum payment of fifteen thousand dollars (\$15,000.00). Any such payment shall be made within thirty (30) days of the Superintendent/Elementary School Principal's last day of employment. Accumulated unused sick leave compensation shall not be paid to the Superintendent/Elementary School Principal's estate or beneficiaries in the event of death prior to retirement.

C. Professional Membership and Professional Development. The Superintendent/Elementary School Principal shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Hunterdon County Administrators Association and/or other organizations deemed important by the Superintendent/Elementary School Principal and the Board. The Superintendent/Elementary School Principal also shall be entitled to reimbursement for reasonable expenses incurred for attendance at professional conferences and similar expenses which he may incur while discharging the duties of Superintendent/Elementary School Principal in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and with prior Board authorization. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal

statutory and regulatory provisions and guidance, and with board policy. The Board shall pay for all state-mandated continuing professional development required of the Superintendent/Elementary School Principal.

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

E. Health Benefits:

The Superintendent/Elementary School Principal shall be entitled to all medical benefits as approved by the Board. Such benefits will include individual, family or dependent health, dental, and prescription benefits coverage. These benefits will be provided under the same terms and conditions, and cost (e.g., co-pay) as those benefits are provided to other members of the administrative staff and approved by the Board. Pursuant to applicable law and regulation, the Superintendent/Elementary School Principal shall contribute an amount toward payment of premiums. This contribution will be paid by the Superintendent/Elementary School Principal through payroll deduction. In the event that the Superintendent/Elementary School Principal shall become eligible for a waiver of health benefits, such waiver shall be afforded in accordance with the provisions/requirements of the School Employees Health Benefits Program.

The Superintendent will be provided with Dental Benefits. These benefits will be provided under the same terms and conditions, and cost (e.g., co-pay) as those benefits provided to other members of the administrative staff and approved by the Board. The Board currently contributes a maximum \$25.00 monthly to the cost of these Dental Benefits.

Pursuant to applicable law and regulation, the Superintendent/Elementary School Principal shall contribute an amount toward payment of premiums. This contribution will be paid by the

Superintendent/Elementary School Principal through payroll deduction.

F. Vacation Leave:

1. The Superintendent/Elementary School Principal shall be entitled to an annual vacation of 22 working days per year, prorated, earned at the rate of 1.83 days per month of employment, to be used within that same fiscal year. All of the vacation days shall be available for the Superintendent/Elementary School Principal's use on July 1st of each year of the Contract.

2. The Superintendent/Elementary School Principal shall take his vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent/Elementary School Principal, unless he uses his leave time. The Superintendent/Elementary School Principal may take vacation days during the school year, upon notice to the Board President. The Superintendent/Elementary School Principal is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent/Elementary School Principal shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent/Elementary School Principal to take his full vacation allotment each year; however, not more than 10 vacation days may be carried over by the Superintendent/Elementary School Principal from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. Upon the Superintendent/Elementary School Principal's separation from employment, the Board shall pay him for his unused vacation days at the per diem rate of 1/260th of his then annual salary. Payment shall be made within thirty (30) days of the

Superintendent/Elementary School Principal's last day of employment. In the event the of the Superintendent/Elementary School Principal's death, payment for his unused vacation days shall be made to his estate.

G. The Superintendent/Elementary School Principal shall be entitled to such legal holidays as are contained in the District's annual school calendar plus July 4, Labor Day, the day after Thanksgiving, Christmas Eve, and New Year's Eve.

H. The Superintendent/Elementary School Principal shall be entitled to three (3) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

I. The Superintendent/Elementary School Principal shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. Bereavement Leave. The Superintendent shall be entitled to up to five (5) consecutive days of leave with pay per incident for death in the immediate family (husband, wife, children and other members of the same home, father and mother, brothers and sisters, brother-in-law and sister-in-law, grandchildren, grandfather and grandmother, father-in-law and mother-in-law).

K. The Superintendent/Elementary School Principal shall be responsible for filing a

time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent/Elementary School Principal and Board President shall periodically review the Superintendent/Elementary School Principal's attendance record to assure correctness.

Indemnification. The Board shall defend, hold harmless and indemnify the Superintendent/Elementary School Principal from any and all demands, claims, suits actions and legal proceedings of any kind brought against him in his capacity as an agent and/or employee of the Board, subject to the provisions of N.J.S.A. 18A: 16-6 and 16-6.1. If, in the good faith opinion of the [Superintendent/Elementary School Principal] Board Attorney, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent/Elementary School Principal may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of his legal defense.

ARTICLE V
ANNUAL EVALUATION
&
GOALS AND OBJECTIVES

The Board shall evaluate the performance of the Superintendent/Elementary School Principal at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent/Elementary School Principal evaluation. 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. Each annual evaluation shall be in writing and shall represent a consensus of the Board. A copy of the evaluation shall be provided to the

Superintendent/Elementary School Principal before final action by the Board to approve it, and the Superintendent/Elementary School Principal and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent/Elementary School Principal's performance where a *Rice* notice has been served upon the Superintendent/Elementary School Principal giving notice that the Superintendent/Elementary School Principal's employment will be discussed in closed session, and the Superintendent/Elementary School Principal has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent/Elementary School Principal as set forth in the job description for the position of Superintendent/Elementary School Principal, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent/Elementary School Principal's control), and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board in April.

In the event that the Board determines that the performance of the Superintendent/Elementary School Principal 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/Elementary School Principal shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the

Superintendent's personnel file upon the Superintendent/Elementary School Principal's request.

On or before June 1st of each year of this Contract, the Superintendent/Elementary School Principal and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year. The Superintendent/Elementary School Principal shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

Within sixty (60) days of the execution of this Contract, the parties shall meet to discuss the district's goals and objectives for the ensuing school year. The parties shall also meet to discuss and establish the goals and objectives for the 2022-2023 school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as provided herein. On or prior to June 1st of each succeeding school year; the parties will meet to establish the District's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent/Elementary School Principal's employment will cease, and no compensation shall thereafter be paid, except as otherwise provided in this contract, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent/Elementary School Principal's certificate, in which case this Contract shall be

null and void as of the date of revocation, as required by *N.J.S.A.* 18A:17-15.1;

- (3) forfeiture under *N.J.S.A.* 2C: 51-2;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent/Elementary School Principal on or before January 30, 2027 of the Board's intent not to renew this Contract; or
- (6) material misrepresentation of employment history, educational and professional credentials, and criminal background; or
- (7) upon 90 days' written notice of termination by the Superintendent/Elementary School Principal, from the date the notice is received by the Board Secretary; or
- (8) pursuant to successful prosecution the Superintendent/Elementary School Principal in accordance with *N.J.S.A.* 18A: 17-20.2; or
- (9) disability retirement of the Superintendent/Elementary School Principal.

B. In the event the Superintendent/Elementary School Principal is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A.* 2C: 51-2, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies]. The Board may also elect to file contractual tenure charges pursuant to *N.J.S.A.* 18A:17-20.2.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A.* 18A:6-8.3 and applicable case law.

D. The Superintendent/Elementary School Principal shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A.* 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent/Elementary School Principal of the performance of his duties in accordance with *N.J.S.A.* 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act.*

ARTICLE VII

COMPLETE AGREEMENT

Any changes to the compensation, terms, and conditions of this contract are subject to prior review and approval of the Executive County Superintendent. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS & CONFLICTS CLAUSE

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

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Superintendent/Elementary School 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. At least once every year, the Superintendent/Elementary School Principal shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Superintendent/Elementary School 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 Superintendent/Elementary School 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 Superintendent/ Elementary School Principal shall also have the right to submit a written answer to such material. The Superintendent/Elementary School Principal's personnel file and records shall be kept and maintained by the Board Secretary, who shall at all times maintain custody and control of same.

ARTICLE XI

MISCELLANEOUS

The Board shall not hold any discussions regarding the Superintendent/Elementary School Principal's employment, unless he 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/Elementary School Principal's performance, or that may adversely affect his employment, in public session, unless he requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE XII

RIGHT TO INDEPENDENT LEGAL COUNSEL

The Superintendent/Elementary School Principal acknowledges that he has been informed of his right to seek independent legal counsel to represent him regarding this Contract, and that the Board Attorney does not represent his interests in this matter.

IN WITNESS WHEREOF, the parties have set their hands and seals to this

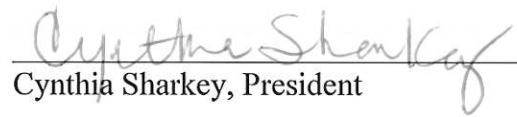
Employment Contract effective on the day and year first above written.

SUPERINTENDENT/ELEMENTARY
SCHOOL PRINCIPAL

BOARD OF EDUCATION OF THE
HIGH BRIDGE SCHOOL DISTRICT



Gregory A. Hobaugh



Cynthia Sharkey, President

Date: 2/14/22

Date: 2/3/2022

WITNESS:

WITNESS:

