

**BRADLEY BEACH BOARD OF EDUCATION**  
**515 Brinley Avenue**  
**Bradley Beach, NJ 07720**

**A G E N D A**

**Special Meeting**  
**August 11, 2022**

I. Call To Order

II. Open Public Meetings Act

In accordance with the Open Public Meetings Act, notice of this meeting has been given to the designated newspaper, *The Asbury Park Press* and posted in the school in a place reserved for this kind of notice.

III. Flag Salute

IV. Roll Call

V. Board Report

A. Personnel

1. Resolved: That the Board approve the following resolution:

BE IT RESOLVED, that the Bradley Beach Board of Education hereby appoints Michael Heidelberg as Superintendent/Principal for the Bradley Beach School District and further approves the employment agreement, as previously approved by the Interim Executive County Superintendent.

BE IT FURTHER RESOLVED, that the Bradley Beach Board of Education shall provide reimbursement to Michael Heidelberg in the amount of \$2,500 for superintendent mentoring fees, as well as the amount of \$1,750 for the New Superintendent Academy (School Administrator Residency Program) as part of this employment agreement, which has also been approved by the Interim Executive County Superintendent. In the event that the Superintendent voluntarily resigns prior to June 30, 2025, the Superintendent shall refund the mentoring fees, as well as the cost for the New Superintendent Academy, to the Board. (Attachment V-A.1)

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

VI. Superintendent's Report

VII. Business Administrator/Board Secretary's Report

VIII. Old Business

IX. New Business

AGENDA  
Special Meeting  
August 11, 2022

- X. Committee Reports
- XI. President's Report
- XII. Public Comments (Agenda Items Only)
- XIII. Public Comments (Other Items Only)
- XIV. Executive Session
- XV. Adjournment

## **CONTRACT OF EMPLOYMENT**

this Agreement, made this    day of August, 2022, between  
BRADLEY BEACH BOARD OF EDUCATION

in Monmouth County (hereinafter “the Board”)

with offices located at

515 Brinley Avenue

Bradley Beach, New Jersey 07720

and

MICHAEL HEIDELBERG (hereinafter “the Superintendent of Schools, “Superintendent” and/or  
“Superintendent/Principal”)

### **WITNESSETH**

**THIS EMPLOYMENT CONTRACT** replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

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

**WHEREAS**, the Board desires to provide the Superintendent of Schools/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 of Schools/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 of Schools/Principal 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;

**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 Michael Heidelberg as Superintendent of Schools/Principal for the period beginning on or after September 1, 2022 (dependent upon Superintendent release from current employer) through 11:59 p.m. June 30, 2027. The parties acknowledge that this Contract must be approved by the Monmouth County Executive County Superintendent in accordance with applicable law and regulation.

## **ARTICLE II**

### **CERTIFICATION**

The parties acknowledge that the Superintendent of Schools/Principal currently possesses the appropriate New Jersey administrative certification and school administrator endorsement (attached as Exhibit A).

If, at any time during the term of this Contract, the Superintendent of Schools/Principal certification is revoked, this Contract shall be null and void as of the date of the revocation.

## **ARTICLE III**

### **DUTIES**

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

A. To perform faithfully the duties of Superintendent of Schools 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 Contract, (attached as Exhibit B).

B. To devote the Superintendent of Schools/Principal 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 of Schools 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 of Schools 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 of Schools 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 of Schools 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 of Schools or by staff, at the Superintendent of Schools 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 of Schools shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To 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.

I. To perform all duties incident to the Office of the Superintendent of Schools/Principal and such other duties as may be prescribed by the Board from time to time. The Superintendent of Schools/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 have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent of Schools/Principal compensation:

a. Initial Salary. The Board shall pay the Superintendent of Schools/Principal an annual salary of \$159,000 for the 2022-23, school year, prorated. This annual salary rate shall be paid to the Superintendent of Schools/Principal in accordance with the schedule of salary payments in effect for other certified employees.

b. Effective July 1, 2023, the Superintendent of Schools/Principal salary for the remainder of the term of this Contract shall be increased by 3% for the 2023/24 school year, by 2.5% for the 2024/25 school year, and by 2%, annually thereafter, through the end of this contract.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2027 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Monmouth County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2027. Any renewal, extension, 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.*

B. Sick leave. The Superintendent of Schools/Principal shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, unused sick days which were accrued from service with the Bradley Beach School District will be reimbursed, at the rate of one-half (1/2) of his per diem rate of pay with a minimum of three (3) years continuous service in the district. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Accumulated unused sick leave compensation shall not be paid to the Superintendent of Schools estate or beneficiaries in the event of death prior to retirement. The Superintendent of Schools/Principal shall be permitted to carry over twenty (20) sick days from their previous employer for use in Bradley Beach. These days shall not be included in the unused bank for reimbursement.

C. Professional Membership. The Superintendent of Schools/Principal shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, NJPSA, AASA, ASCD and the Monmouth County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent of Schools/Principal also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences, workshops or seminars approved by the Board and based on the availability of funds in the school budget for these purposes in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*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.

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

E. Health Benefits:

1. The Board shall provide the Superintendent with individual, parent/child, 2 adults, or family (including prescription) and dental benefits coverage. The Superintendent shall pay the premium cost for all such coverages set forth in Chapter 44 P.L. 2020 for health and prescription benefits and Chapter 78, P.L. 2011 for dental benefits, and implementing regulations. Such limitations in no way link this contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction. Said deduction will be done in compliance with IRS section 125 rules and regulations.

2. The Superintendent may waive coverage in any of the health benefit plans they are eligible for 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 for waiving such coverage.

F. Vacation Leave:

1. The Superintendent of Schools/Principal shall be entitled to an annual vacation of twenty (20) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract.

2. The Superintendent of Schools/Principal shall work the teacher's calendar during the school year. The Superintendent of Schools/Principal may take vacation days during the school year, with the permission of the Board President, as single days, half days or in the event of an emergency. If the Superintendent of Schools/Principal wishes to take more than two (2) consecutive vacation days during periods when school is in session, he shall request permission from the Board President no less than four (4) weeks prior to the date such vacation is proposed to commence. The Superintendent of Schools/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 of Schools/Principal shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent of Schools/Principal to take his full vacation allotment each year; however, not more than 10 vacation days may be carried over by the Superintendent of Schools/Principal to next school year, however, all carry over days must be used in the next school year or they are forfeited.

4. In the event that the Superintendent of Schools/Principal contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 1.66 days accrued per month. In the event this contract is not renewed, earned but unused vacation time will be paid at the Superintendent of Schools daily rate of pay,

based upon a 260-day work year, following his last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent of Schools to use his full vacation entitlement.

G. The Superintendent of Schools/Principal shall be entitled to 4 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 notice 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.

H. The Superintendent of Schools/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.

I. The Superintendent of Schools/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 of Schools and Board President shall periodically review the Superintendent of Schools attendance record to assure correctness.

J. The Superintendent of Schools/Principal shall be entitled to five (5) family illness and five (5) bereavement days each school year without loss of pay due to the death of his father, mother wife, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent.

K. During the first three years of this agreement, the Superintendent shall be entitled to up to Three Thousand Dollars (\$3,000), annually, for tuition reimbursement for courses taken toward their doctorate degree. Reimbursement shall be made by the Board to the

Superintendent upon the receipt of paid bills from the University or the receipt of tuition reimbursement payments made by the Superintendent to his former school district for these courses. In the event that the Superintendent voluntarily resigns prior to June 30, 2025, the Superintendent shall refund all tuition reimbursement fees paid by the Board.

## ARTICLE V

### ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent of Schools at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent of Schools evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent of Schools performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent 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 as set forth in the job description for the position of Superintendent of Schools, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent of Schools control), and such other criteria as the State Board of Education shall by regulation prescribe.

The Superintendent of Schools 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's request. On or before June 1st of each year of this Employment

Contract, the Superintendent of Schools 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 of Schools shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within sixty (60) days of the execution of this Employment Contract, 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 of Schools is evaluated, as hereinafter provided. On, or prior to, June 1 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.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent of Schools employment, unless the Superintendent of Schools is given written notice at least 48 hours in advance. 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.

## ARTICLE VI

### TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent of Schools/Principal employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) revocation or suspension of the Superintendent of Schools or Principal certificate or endorsement 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*;
- (2) forfeiture under *N.J.S.A. 2C: 51-2*;
- (3) mutual agreement of the parties;
- (4) notification in writing by the Board to the Superintendent of Schools at least 180 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
- (6) misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event the Superintendent of Schools/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/her 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 contractual tenure charges.

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 of Schools/Principal may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his/her intention to resign.

E. The Superintendent of Schools 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 of Schools 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.*

F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent of Schools from the actual performance of his/her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent of Schools for either three (3) months salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent of Schools in such employment shall be deducted from the payments made to the Superintendent of Schools by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

## ARTICLE VII

### RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of 5 calendar years, expiring July 1, 2032, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent of Schools in writing, prior to January 1, 2027, that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or

C. in accordance with such laws and regulation that would require nullification of this Contract.

#### **ARTICLE VIII**

##### **COMPLETE AGREEMENT**

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 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.

#### **ARTICLE X**

##### **RELEASE OF PERSONNEL INFORMATION**

##### **PERSONNEL RECORDS**

The Superintendent of Schools/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/her 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; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Superintendent of School'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 of Schools/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 of Schools/Principal shall also have the right to submit a written answer to such material.

**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 OF SCHOOLS/  
PRINCIPAL

BRADLEY BEACH  
BOARD OF EDUCATION

\_\_\_\_\_  
Michael Heidelberg

\_\_\_\_\_  
Elizabeth Franks, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:  
\_\_\_\_\_

WITNESS:  
\_\_\_\_\_