

PROFESSIONAL SERVICES CONTRACT

This contract is made and entered into this 23rd day of January, 2024 by and between:

The NEW JERSEY DEPARTMENT OF EDUCATION (the Department), with principal offices located at 100 River View Plaza, Trenton, New Jersey, 08625 and Carole Knopp-Morris, residing at [REDACTED]

This contract is entered into by the Department and Carole Knopp-Morris under the following terms and conditions:

1. GENERAL CONDITIONS

The Acting Commissioner of Education (Acting Commissioner) has appointed Carole Knopp-Morris as STATE MONITOR pursuant to P.L. 2006, c. 15. Carole Knopp-Morris, hereinafter referred to as the STATE MONITOR, shall be retained by the **Jackson Township School District** to serve as STATE MONITOR. Pursuant to P.L. 2006, c.15, a State Monitor shall provide oversight in the **Jackson Township School District** until the Acting Commissioner determines that all remedial actions required have been implemented and the necessary local capacity and fiscal controls have been restored to ^{JACKSON}Atlantic City School District operations. This contract shall be effective from **January 23, 2024** through **January 22, 2025**, or until such earlier time the Acting Commissioner so determines consistent with Section 5 of this contract. Upon the effective date of this contract, all prior agreements between these parties are null and void, and shall be of no force and effect.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE STATE

MONITOR

A. Certification. The STATE MONITOR shall hold a valid New Jersey superintendent, assistant superintendent for business or school business administrator certificate. This certificate shall, at all times, be in full force and effect and the STATE MONITOR will, upon request of the Acting Commissioner, furnish the Acting Commissioner with proof of full compliance with New Jersey certification requirements. The STATE MONITOR will promptly notify the Acting Commissioner in the event such certification is withdrawn.

B. Duties. Pursuant to P.L. 2006, c. 15, the STATE MONITOR shall have charge of the fiscal management and expenditure of school district funds in the district. The STATE MONITOR shall:

1. Comply with the laws of the State of New Jersey and the rules and regulations of the State Board of Education;
2. Direct all business office activities, including but not limited to preparation of monthly financial reports, and approval of all purchase orders, budget transfers, and payment of bills and claims;
3. Oversee budget development and implementation, including assessing the efficiency and necessity of appropriations and resources contained in the district budget and making all necessary reallocations and reductions to maintain a balanced budget;

4. Direct the operation and fiscal management of school district facilities, including but not limited to the development and implementation of recommendations for redistricting and restructuring of schools;
5. Ensure the development and implementation of an acceptable plan to address the fiscal deficiencies of the school district that necessitated appointment of a STATE MONITOR;
6. Oversee all district staffing with the ability to hire, promote and terminate the employment of employees. This includes, but is not limited to, recommendation and oversight of any sick-leave buyout or other retirement incentive program presented to the board, and any reduction-in-force of tenured personnel or issuance of termination notices for nontenured teaching staff in response to the school redistricting and restructuring plan;
7. Have the authority to override a chief school administrator's action and a vote by the board of education on any matters related to the fiscal and personnel management of the district, except that all actions of the STATE MONITOR shall be subject to the education, labor and employment laws and regulations, including the "New Jersey Employer-Employee Relations Act," and collective bargaining agreements entered into by the school district;
8. Attend all meetings of the board of education, including closed sessions;
9. Meet with the board of education in an open public meeting on at least a quarterly basis to discuss with the members of the board the past actions

of the board which led to the appointment of the STATE MONITOR and provide board members with education and training that address the deficiencies identified in board actions;

10. Report directly to the Acting Commissioner, or her designee, on a weekly basis by phone, email or in-person meeting with the Acting Commissioner at any other time to discuss any matter related to the fiscal management of the school district or any other matters related to the fiscal conduct and affairs of the school district;
11. At the regularly scheduled board of education meeting, report monthly to the board of education and members of the public; and
12. Conduct any other duty directed by the Acting Commissioner consistent with P.L. 2006, c. 15.

C. Outside Activities. The STATE MONITOR agrees to personally devote himself to the duties and responsibilities of the position and shall not accept or serve in any other consulting or professional service capacity during the term of this contract which interferes with the duties and responsibilities as the STATE MONITOR.

3. COMPENSATION

For the duration of this contract, the STATE MONITOR will be compensated at the rate of \$96 per hour, not to exceed 32 hours per week, without vacation, holiday or fringe benefits, other than FICA, Medicare, and Workers Compensation payable on a biweekly basis by the **Jackson Township School District**.

It is agreed that the STATE MONITOR shall perform his duties and responsibilities as State Monitor from **January 23, 2024** through **January 22, 2025**, but shall not be required to act on those days that the administrative staff of the **Jackson Township School District** are not required to perform its duties and responsibilities. The STATE MONITOR may from time to time take unpaid vacations, however, his authority and abilities under the law are applicable upon his return for any actions taken by the district while the STATE MONITOR was away. The STATE MONITOR shall work the core hours of other administrators of the **Jackson Township School District**.

It is agreed that the STATE MONITOR shall be added as a named insured and the district's insurance carrier shall be advised to provide coverage for him so that he is provided with the same or similar coverage as other administrators of the **Jackson Township School District**, including personal liability coverage and errors and omissions arising out of the course of the performance of his duties with the district. However, this coverage is not intended to, and does not, include health, dental, prescription or life insurance.

The STATE MONITOR shall be indemnified in accordance with the provisions of N.J.S.A. 18A:16-6.

The STATE MONITOR agrees and understands that he is not entitled to receive any other benefits other than as set forth in this contract.

4. REASONABLE EXPENSES.

The STATE MONITOR will be reimbursed for his out-of-pocket and transportation expenses which he may incur in the discharge and performance of his duties in accordance with the current rates approved by the state and other expenses per district policy and procedures.

The STATE MONITOR shall also be reimbursed for reasonable ordinary expenses, including the reasonable cost of a cell phone and usage, incurred in fulfilling his duties. Such costs shall be costs of the **Jackson Township School District**.

5. TERMINATION

This employment contract may be terminated only in the following manners:

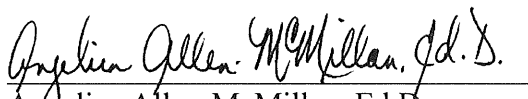
- A. Mutual written agreement of the parties;
- B. By the STATE MONITOR by giving written notice to the Acting Commissioner at least thirty (30) days in advance of the termination date;
- C. By the Acting Commissioner, without cause, whenever she determines it is in the district's best interest to do so;
- D. By the Acting Commissioner when she determines that, pursuant to P.L. 2006, c.15, all remedial actions required have been implemented and the necessary local capacity and fiscal controls have been restored to **Jackson Township School District** operations.

6. SAVING CLAUSE

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

The STATE MONITOR hereby accepts the position as aforesaid and represents that he will personally and faithfully perform his duties as well as observe and enforce the state and federal laws and regulations.

This contract has been duly executed by both parties on the dates set forth below:



Angelica Allen-McMillan, Ed.D.
Acting Commissioner of Education



Carole Knopp-Morris
State Monitor

Dated: January 22, 2024

Dated: Jan 24, 2024