

**ROXBURY BOARD OF EDUCATION
42 N HILLSIDE AVENUE
SUCCASUNNA, NEW JERSEY 07876**

**ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT
July 1, 2009 to June 30, 2010**

This Employment Contract for Assistant Superintendent for Curriculum & Instruction is made and entered into this 20th day of July 2009 by and between the Roxbury Board of Education with offices located at 42 N. Hillside Avenue, Succasunna, New Jersey 07876 (hereinafter referred to as the “Board”), and **Dr. James Heinegg**, (hereinafter referred to as the “Assistant Superintendent”).

James Heinegg, Assistant Superintendent hereby reserves the right to obtain the restoration of contract provisions that were modified, to the detriment of the Assistant Superintendent, as a direct result of the July 2008 Accountability Regulations, and/or of related directives from the Office of the Executive County Superintendent, following any legal action that permits or requires same.

The Board and the Assistant Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment, as Assistant Superintendent for Curriculum & Instruction for the term commencing on **July 1, 2009** and expiring **June 30, 2010**.

2. ASSISTANT SUPERINTENDENT RESPONSIBILITIES

The Assistant Superintendent shall have the duties prescribed by the Superintendent of Schools of the Roxbury School District and all attendant powers as set forth in statute and job description.

3. CERTIFICATION

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

4. COMPENSATION

During the term of the Employment Contract, including any extensions thereof, the Assistant Superintendent shall not be dismissed or reduced in compensation except as

provided by statute. 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 Assistant Superintendent have entered into a new employment contract.

A. Salary

For the period **July 1, 2009 to June 30, 2010**, the Board shall pay the Assistant Superintendent an annual salary of \$137,700.00, This annual salary shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

5. OTHER BENEFITS

A. Leaves

1. Vacation: The Assistant Superintendent shall be granted twenty five (25) vacation days annually. All vacation days shall be available to the Assistant Superintendent as of the first day of employment. If the Assistant Superintendent does not complete this contract year, the number of days shall be prorated at 2.0 vacation days per month for the completed months of service. If the Assistant Superintendent utilizes days in excess of this rate, compensation for those days shall be deducted from the Assistant Superintendent's last check. The Assistant Superintendent may carry over up to seven (7) vacation days from one year to the next. Unused vacation must be used in the subsequent year.

2. Holidays: The Assistant Superintendent shall be entitled to the following paid holidays per year as follows:

- | | |
|----------------------------|-------------------------------|
| Independence Day | Day Before New Year's Day |
| Labor Day | New Year's Day |
| Columbus Day | Martin Luther King's Birthday |
| Thanksgiving Day | President's Day |
| Day After Thanksgiving Day | Good Friday |
| Day Before Christmas Day | Memorial Day |
| Christmas Day | Teacher's Convention |
| Scheduled Jewish Holidays | One Floater Day |

In the event that schools are in session on any of these holidays, the Assistant Superintendent will be given another day off.

3. Sick Leave: The Assistant Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of sick leave, at the end of each school year, shall be cumulative provided that no more than fifteen

(15) sick days may be accumulated in one year for use in subsequent years, in accordance with law.

4. Personal Leave: The Assistant Superintendent shall be granted five (5) days absence annually for personal matters which require absence during school hours to be used at his discretion. Up to three (3) days of unused personal leave shall be converted to sick leave. The unused portion of such leave, at the end of each such school year shall not be cumulative.
5. Bereavement Leave: The Assistant Superintendent shall be provided the following leaves of absence: three (3) days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister, parent-in-law or member of the immediate household and one (1) day for other family situations or bereavement. Unused Bereavement Leave at the end of each contract year shall not be cumulative.

B. Health Insurance

The Board shall provide, as part of the Assistant Superintendent’s compensation, the following health insurance:

1. Medical Insurance: The Board shall provide the POS Managed Care medical insurance plan and prescription plan to the Assistant Superintendent and eligible dependents. The Assistant Superintendent shall contribute an amount equal to five percent (5%) of the cost of the annual premium for medical insurance on an annual basis.
2. Prescription Insurance: The Board shall provide a prescription plan to the Assistant Superintendent and eligible dependents.
3. Dental Insurance: The Board shall provide a dental plan to the Assistant Superintendent and eligible dependents.
4. Waiver: If the Assistant Superintendent elects to opt out of the medical coverage, the Board shall pay the Assistant Superintendent the following rates:

Single	\$2,000
Parent/Child	\$2,300
Employee/Spouse	\$2,700
Family	\$3,000

C. Job-Related Expenses and Other Compensation

1. Sustenance and Travel: The Board shall reimburse the Assistant Superintendent for all school business related sustenance and travel for

which he uses his personal vehicle calculated at the prevailing rate established according to State law, N.J.S.A.18A: 11-12 and the OMB regulations (currently \$.31 per mile) in a total amount not to exceed two thousand one hundred dollars (\$2,100.00) annually. The Assistant Superintendent shall follow Board Policy and the State Travel Regulations in supplying the requisite documentation when seeking reimbursement.

2. Cellular Telephone: The Board shall provide the Assistant Superintendent with a cellular telephone for business-related telephone call charges.
3. Professional Growth: The Board shall reimburse the Assistant Superintendent for registration fees, tuition expenses, textbooks, and all other reasonable expenses for conferences, seminars, and/or graduate school course work at institutions of the Assistant Superintendent's choosing calculated at the prevailing rate established according to State law, N.J.S.A. 18A: 11-12 and the OMB circular, in an amount not to exceed two thousand five hundred dollars (\$2,500.00) annually. The Assistant Superintendent must follow the Board policy and State Travel Regulations in supplying the necessary documentation when seeking reimbursement.

6. SEPARATION FROM SERVICE

The Assistant Superintendent shall also receive the following, as part of compensation, upon separation from employment with the District:

A. Sick Days

Upon the Assistant Superintendent's separation from employment due to retirement only , the Board will pay for all unused accumulated sick days at the rate of 1/260th per diem of the current annual salary at the time of retirement, not to exceed a total amount of fifteen thousand dollars (\$15,000.00). This payment is not available for payment into an estate in the event of the death of the Assistant Superintendent.

B. Vacation Days

Upon the Assistant Superintendent's separation from employment due to retirement from the district, the Assistant Superintendent shall be entitled to be paid for all unused accumulated vacation days at the rate of 1/260th per diem of the current annual salary at the time of separation, not to exceed a payment representing a maximum of thirty-seven (32) days, including days earned in the year of the separation due to retirement.

C. Payment to Estate

If the Assistant Superintendent dies before the employment contract year is completed, payment for unused accumulated vacation days as outlined in Paragraph B. above, shall be made to the Assistant Superintendent's beneficiary. If no beneficiary is named, the payment shall be made to the Assistant Superintendent's estate.

7. EVALUATION

The annual evaluation of the performance of the Assistant Superintendent shall be completed pursuant to statute. The Assistant Superintendent's annual evaluation shall be in writing, shall include areas of commendations and recommendations, and shall provide direction as to any areas of performance in need of improvement. The annual evaluation is based upon the goals and objectives of the district, the responsibilities of the Assistant Superintendent as set forth in the job description for the position of Assistant Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe. The Assistant Superintendent shall receive a copy of any back-up forms utilized in the process.

In the event that the Board determines that the performance of the Assistant Superintendent 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 Assistant Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Assistant Superintendent's personnel file upon request.

8. MEMBERSHIP FEES

The Board shall pay one hundred percent (100%) of the Assistant Superintendent's membership fees and/or charges to the New Jersey Association of School Administrators and American Association of School Administrators.

9. TERMINATION/NON-RENEWAL OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated or non-renewed by:

- A. Mutual agreement of the parties.
- B. Unilateral termination by the Assistant Superintendent upon ninety (90) days written notice to the Board, or
- C. Non-renewal or other actions consistent with the statutory authority of the Board of Education.

10. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. If there are any modifications to this Contract agreed upon by the parties, it is understood that the modifications must be submitted for approval by the Executive County Superintendent of Schools.

11. CONFLICTS

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

12. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the Contract is illegal under Federal or State law, the remainder of this Employment Contract not affected by such a ruling shall remain in full force and effect.

WHEREAS, the Board has approved the terms and conditions of this Employment Contract; and,

WHEREAS, the Assistant Superintendent has approved the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by the County Superintendent of Schools for Morris County and by a recorded roll-call majority vote of the Board at its meeting of _____ and has been made a part of the minutes of that meeting; and,

IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract effective on the day and year first above written:

Dated this _____ day of _____ 2008, Board of Education of the Township of Roxbury in the County of Morris.

Attest:

ROXBURY BOARD OF EDUCATION

By: _____
Board Secretary

By: _____
President

Witness:

Dr. James Heinegg
Assistant Superintendent of
Curriculum & Instruction