

**SUPERINTENDENT EMPLOYMENT CONTRACT
WITH ROXBURY BOARD OF EDUCATION**

20th day of _____
July _____

This Employment Contract is made and entered into this _____
2009 by and between the Roxbury Board of Education, with offices located at 42 North Hillside Avenue, Succasunna, New Jersey 07876 (hereinafter referred to as the "Board"), and Dr. Michael Rossi (hereinafter referred to as the "Superintendent").

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

I. Term

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as the Superintendent of Schools for the Roxbury School District for the term commencing on July 1, 2008 and expiring on June 30, 2011.

2. Certification

During the term of this Agreement, the Superintendent shall at all times hold a valid and appropriate certificate to act as the Superintendent of Schools in the State of New Jersey, as well as any and all other certifications required by law to serve in the position of Superintendent. The parties hereto agree that in the event the Superintendent's certification is revoked or otherwise not maintained in full force and effect for any reason, the Superintendent shall immediately notify the Board and this Contract shall automatically terminate and be null and void as of the date of the revocation or loss of certification.

3, **Superintendent**

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 in accordance with the laws of the State of New Jersey, the Rules and Regulations adopted by the State Board of Education, and the Policies which are adopted from time-to-time by the Board. The specific job description adopted and as may be amended by the Board (in consultation with the Superintendent), applicable to the position of Superintendent, is incorporated into this Contract and shall be followed by the

Superintendent.

B. Devote his full time, skills, labor and attention to this employment during the term of this Contract, provided that the Superintendent may, with prior notice to and approval by the Board (which shall not be unreasonably withheld) undertake consultative work, speaking engagements, writing, teaching, lecturing or other professional duties and obligations which do not interfere with his fulltime 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 responsibilities as outlined above, and more particularly, in the Superintendent job description.

D. Recommend the selection, placement, appointment, reappointment and transfer of personnel, subject to the approval of the Board in accordance with the

responsibilities as outlined above. The nonrenewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

- E. Study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, shall refer to him as brought to their attention in accordance with the responsibilities outlined above.
- F. Attend appropriate professional meetings and conferences as a representative of the Board, provided that the expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent.

Structure his working day and organization to ensure that all duties are performed and obligations met. The parties agree that the Superintendent shall have the right to attend all Board meetings and Committee meetings of the Board and he has the right to make recommendations to the Board or Committee with respect to any proposed action or policy. The parties also agree that the full Board shall not hold any discussions regarding the Superintendent's employment unless the Superintendent is given written notice of at least 48 hours in advance of the Board meeting, is given the opportunity to address the Board, 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 may conduct discussions in closed session without the presence of the Superintendent for the purpose of conducting any evaluation process.

4. Compensation

During the term of this Employment Contract, including any extensions thereof, the 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 Superintendent have entered into a new Employment Contract.

- A. The parties agree that the Superintendent's annual salary for the period July 1, 2009 to June 30, 2010 shall be one hundred seventy four thousand seven hundred twenty dollars (\$174,720).
- B. The Superintendent may receive annual salary increases on July 1st of each year during the term of this Employment Contract. Annual salary increases shall be determined by the Board after consideration of the Superintendent's evaluation.
- C. In the event the Board substantially increases the duties of the Superintendent by permanently assigning him the duties of another administrative position either currently existing in the District or absorbed into the district (e.g. through consolidation of districts), then the parties agree to negotiate an adjustment to the Superintendent's compensation.

5. Other Benefits

- A. **Leaves:**

1. Vacation: The Superintendent shall be entitled to twenty-five

(25) vacation days with pay annually. All vacation days shall be available to the Superintendent on July 1st of each contract year. If the Superintendent does not complete a contract year, the number of days shall be pro rated at two (2) days per month for the completed months of service. If the Superintendent utilized days in excess of this rate, compensation for those days shall be deducted from the Superintendent's last check. The Superintendent may carry over a maximum of seven (7) unused vacation days from one year to the next. The maximum number of vacation days that could be available after the first year of the contract shall be thirty-two (32) vacation days in each contract year.

2. Holidays: The Superintendent shall be provided the following holidays with pay, which shall not be charged against vacation time, provided they do not interfere with the School Calendar: July 4, Labor Day, Columbus Day*, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years, Eve Day, New Years Day, Martin Luther King's Birthday*, Good Friday, Presidents Day, Memorial Day, Teachers. Convention Days, scheduled Jewish Holidays*, a Floater Day.

*If included in General School Calendar.

3. Sick Leave: Effective July 1st of each contract year, the Superintendent shall be provided fifteen (15) days' sick leave annually. Any unused sick

leave days shall be cumulative and available for sick leave if needed in a subsequent year.

4. Personal Leave: Effective July 1' of each contract year, the Superintendent shall be provided five (5) days of absence with pay 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 annually, to the maximum extent permitted by law. In no event will the Superintendent be credited with more than fifteen (15) sick days per school year. Other unused personal leave at the end of each contract year shall not be cumulative.
5. Bereavement Leave: The Superintendent shall be provided the following leaves of absence with pay as needed: three (3) days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister or father or mother-in-law; 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 Superintendent's compensation the following health insurance:

- I. Medical and Prescription Insurance: The Board shall provide the POS Managed Care Medical Insurance Plan and Prescription Plan to the Superintendent and eligible dependents. The Superintendent shall contribute an amount equal to five percent (5%) of the cost of the annual

premium for medical insurance on an annual basis paid through payroll deduction. The POS Managed Care Medical Insurance Plan and Prescription Plan shall be the same as that provided to the other Central Office Administrators.

2. Dental Insurance: The Board shall provide a Dental Plan to the Superintendent and eligible dependents. The Dental Plan shall be the same as that provided to the other Central Office Administrators.

3. Waiver of Insurance: If the Superintendent elects to opt out of medical coverage, the Board of Education shall pay him at the following rate annually: single: \$2,000.00; employee/spouse: \$2,700.00; parent/child: \$2,300.00; family: \$3,000.00.

C. **Job-Related Expenses and Other Compensation**

1. Sustenance and Travel: The Board shall reimburse the Superintendent for all school business related sustenance, and travel for which he uses his personal vehicle calculated at the prevailing rate established by the Internal Revenue Service, in an amount not to exceed two thousand one hundred dollars (\$2,100.00) annually. The Superintendent shall follow Board Policy in supplying the requisite documentation when seeking reimbursement. **These expenses must conform to 18A:11-12 and NJOMB Circular. The prevailing rate is .31/mile.**

2. Board Equipment: The Board shall provide the Superintendent with a laptop computer and a cellular telephone for business-related calls. This equipment shall remain the property of the Board and shall be returned to the Board upon the Superintendent's separation from employment with the Board.

3. Professional Growth: The Board shall pay for and/or reimburse the Superintendent for registration fees, tuition, expenses, textbooks and all other reasonable expenses for conferences, seminars and/or graduate school coursework at institutions of the Superintendent's choosing and which are approved in advance by the Board, in an amount not to exceed three thousand dollars (\$3,000.00) annually. The Superintendent shall follow the Board Policy in supplying the necessary documentation when seeking reimbursement and shall report to the Board regarding attendance at conferences or seminars and courses taken. **These expenses must conform to 18A:11-12 and NJOMB Circular.**

4. Membership Fees: The Board shall pay one hundred percent (100%) of the Superintendent's fees and/or charges to the New Jersey Association of School Administrators and the Morris County Association of School Administrators. The Board will also pay dues for the Superintendent to other professional associations upon the Superintendent's request and Board approval, not to exceed a maximum amount of five hundred dollars (\$500.00) annually beyond the aforementioned organizations.

5. Tax Sheltered Annuity: The Superintendent may elect to have a designated portion of his monthly salary deducted from his paycheck for

placement with an existing Board approved tax sheltered annuity plan, a pension supplemental annuity fund plan, a pension group life insurance plan, or an employee income protection plan.

6. Evaluation

A. On or about September 30th of each school year, the parties shall meet and the Board, in consultation With the Superintendent, shall establish criteria for evaluation of the Superintendent during the current school year. Such criteria shall be reduced to writing and shall constitute a basis on which the Superintendent is evaluated. The parties shall also meet and review the evaluation format to be used for the succeeding school year.

B. The Board shall evaluate the performance of the Superintendent at least once a year on or about April 1st, (but not later than April. 15th), in accordance with the Statutes, Rules, Regulations and Board Policy relating to the Superintendent evaluation. The 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. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent as set forth in the job description for the position of the Superintendent, and such other criteria as the Board sets forth, and as the State Board of Education shall, by regulation, prescribe. •

C. In the event that the Board determines that the performance of the 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 Superintendent shall have the right to respond in writing to the evaluation. The Superintendent's response shall become a permanent attachment to the Superintendent's evaluation and personnel file, upon his request.

D. Within ninety (90) days after the Superintendent commences employment in the District, the parties will meet to discuss the District's goals for the ensuing school year. On or prior to August 1st of each succeeding school year, the parties will meet to establish the District goals and objectives for the next succeeding school year.

7. Termination of Employment Contract/Renewal/Non-Renewal

This Employment Contract may be terminated under the following conditions:

A. The Board shall provide one year's notice to the Superintendent in writing (no later than June 30, 2010), if the Board opts not to renew the Contract. Upon issuance of such notice that the Superintendent will not be reappointed at the end of the current term, the Superintendent's employment shall cease at the expiration of this Contract (June 30, 2011). In the event the Board determines not to renew the Contract, it shall be the option of the Board whether or not the Superintendent shall continue to perform his duties for the duration of this Contract, provided, however, the Board shall be bound by the terms of this Contract for the duration of the Contract.

B. The Superintendent shall be required to provide no less than one hundred twenty (120) calendar days notice of his intention to resign. Such notice shall be in writing and filed

with the Board secretary. Failure to give at least ninety (90) calendar days notice of intention to resign shall, unless waived by the Board, result in forfeiture of any payment or benefits owed under this Contract.

C. If the Superintendent is precluded from performing his duties by any judgment, order or directive of any Court of competent jurisdiction or by the Commissioner of Education of the State of New Jersey, all provisions of this Contract shall terminate, the Contract shall be null and void, and the Superintendent's employment shall cease effective immediately.

D. It is stipulated that pursuant to *N.J.S.A. 18A:17-20.1*, the failure on the part of the Board to provide written notice to the Superintendent on or before June 30, 2010 shall be deemed to automatically renew this Contract for an additional three (3) year term as permitted by law.

E. Any other mutual agreement of the parties, and as permitted by law.

F. Any changes to this contract must be approved by the ECS.

8. Separation from Service

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

A. Vacation Days: Upon the Superintendent's separation from employment with the Board, the Board will pay for all unused vacation days accumulated under this Contract at the per diem rate of **1/260th** of the final annual salary, to a maximum of thirty-two (32) days. The Board shall make such payment within thirty (30) days of the Superintendent's separation from employment.

B. Payment to Estate: If the Superintendent dies before an Employment Contract year is completed, payment for the unused vacation days owed under this Contract shall be made

- available to the Superintendent's beneficiary. If no beneficiary is named, the payment shall be to the Superintendent's estate, based on the per diem rates applicable.

9. Right to Counsel

The Superintendent acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development and approval of this Employment Contract and that he has availed himself of same and is satisfied with the services provided to him.

10. Complete Agreement

This Employment Contract embodies the entire agreement between the parties hereto and contains all understandings regarding the terms and conditions of employment for the Superintendent. This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in a written Agreement signed by both parties.

11. New Jersey Law

This Agreement shall be construed and interpreted in accordance with the provisions of the Laws of the State of New Jersey.

12. 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, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board Policies or any such permissive laws.

13. Separability/Savings Clause

If, during the term of this Employment Contract, it is found that any specific clause of the Contract is illegal under any Federal or State Law, or by a Court or agency of competent jurisdiction, then 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 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 in accordance with prevailing law;

IN WITNESS WHEREOF, the parties hereto do set their hands and seals, either individually or by their authorized officers, to this Employment Contract, effective on the day and year first above written.

BOARD OF EDUCATION OF THE
TOWNSHIP OF ROXBURY,
COUNTY OF MORRIS

DR, MICHAEL ROSSI

By: 4-014

John Moschella. President

WITNESSED BY:



RUTHANN QUINNY
School Business Administrator/
Board Secretary



WITNESSED BY: