

## CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 20<sup>th</sup> day of July 2020, by and between the Roxbury Board of Education, with offices located at 42 N. Hillside Avenue, Succasunna, New Jersey 07876 (hereinafter the "Board")

and

Loretta Radulic, whose position is to be the Superintendent of Schools (hereinafter the "Superintendent").

### WITNESSETH

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

WHEREAS, the Board and the Superintendent believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Loretta Radulic the position of Superintendent, and she has accepted the Board's offer; and

WHEREAS, the Superintendent 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; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on July 20, 2020, and has authorized the President of the Board to execute this Contract of Employment.

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

#### 1. TERM

The Board hereby agrees to employ Loretta Radulic as the Superintendent of the Roxbury Board of Education for the period beginning on July 1, 2020 expiring at midnight on June 30, 2025.

#### 2. CERTIFICATION AND RESPONSIBILITIES

##### A. Certification:

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

The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent of Schools.

B. Duties:

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 for the Board and serve as the chief school administrator and executive officer in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent, is attached hereto and made a part hereof as Exhibit A. Both the Board and the Superintendent shall follow the job description;
- b. devote her full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with prior notice to and prior approval of the Board, undertake short term consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with her full-time responsibilities as Superintendent. Should the Superintendent choose to engage in such outside activities on the weekends, on her vacation, or at other times when she is not required to be present in the district, she shall retain any honoraria paid;
- c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description;
- d. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel. Subject to the approval of the Board in accordance with the responsibilities as outlined above, and subject to applicable Board policies and directives;
- e. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to her in accordance with the responsibilities outlined above;
- f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent;
- g. structure her working day and organization to ensure that all duties are performed, and obligations met;



- h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction;
- i. have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District. In the event that the Superintendent is issued a RICE Notice and she chooses to have the ensuing discussion in closed session, at a minimum, she shall be given the opportunity to address the Board in closed session and to bring a representative of her choosing;
- j. 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;
- k. perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations;
- l. report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein;
- m. consult with the Board Attorney as the Superintendent deems appropriate.

All duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibilities of the Superintendent and shall be set by Board policy and in the Job Description for the Superintendent which may be modified from time to time, consistent with the intent set forth above.

### **3. PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Board encourages the continuing professional growth of the Superintendent through her participation as she might decide, in light of her responsibilities as the Superintendent, in the following ways:

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions and workshops.
- B. Seminars and courses offered by public or private educational institutions;

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board;

D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Superintendent.

Expenses for meals, lodging, registration and transportation for national and state conventions of recognized educational associations, workshops, seminars and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law, and to a maximum reimbursement of up to Two Thousand Five Hundred (\$2,500.00) per Contract of Employment Year. Payments or reimbursements shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18.A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

In addition to reimbursement provided for professional development, the Board also agrees to reimburse the Superintendent for tuition costs as further outlined herein. Courses shall be taken at an accredited institution and the Board shall reimburse the Superintendent for tuition costs only provided such coursework culminates in the acquisition of a doctoral degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. Courses must be directly related to the duties and responsibilities of the position of Superintendent of Schools, and the Superintendent must earn a grade of "A" or "B" in the course; a grade of "Pass" shall be accepted for those courses for which no other grades are offered and the Superintendent has provided the Board with evidence that the course is "pass/fail" only. Tuition reimbursement shall not be granted without the prior written approval of the Board as to the institution and the reimbursement of the specific courses.

The Board shall provide the Superintendent with tuition reimbursement, as outlined above. The total aggregate amount that shall be available for the life of this contract shall be Thirty Thousand Dollars (\$30,000.00). Any tuition reimbursement eligible monies remaining at the end of each school year shall be cumulative through June 30, 2023. Any tuition reimbursement monies remaining at the end of that 2022-2023 school year shall not be cumulative and shall be forfeited.

The Superintendent shall remain in the employ of the Board for one additional school year one year past the last year of tuition reimbursement paid by the Board. If the Superintendent unilaterally terminates this Contract of Employment prior to working for the Board for one additional school year, as measured from her last receipt of tuition reimbursement, the Superintendent shall repay the Board the total amount of tuition reimbursement received in her last full school year of employment.



#### **4. COMPENSATION**

##### **A. Salary:**

For the 2020-2021 school year, the Board shall pay the Superintendent an annual salary of Two Hundred Thirty-Five Thousand One Hundred Eighty-Four Dollars and Forty-Five Cents (\$235,184.45).

For the 2021-2022 school year, the Board shall pay the Superintendent an annual salary of Two Percent (2%) over the Superintendent's 2020-2021 salary.

For the 2022-2023 school year, the Board shall pay the Superintendent an annual salary of Two Percent (2%) over the Superintendent's 2021-2022 salary.

For the 2023-2024 school year, the Board shall pay the Superintendent an annual salary of Two Percent (2%) over the Superintendent's 2022-2023 salary.

For the 2024-2025 school year, the Board shall pay the Superintendent an annual salary of Two Percent (2%) over the Superintendent's 2023-2024 salary.

The annual salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees. -Any increase in salary, with the exception of the additional Two Percent (2%) set forth above in the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 school years, shall receive the prior written approval of the Executive County Superintendent, and shall follow the P.L.2007, c.53 public notice and hearing requirements on the amended Contract of Employment.

##### **B. Other Provisions:**

During the term of this Contract of Employment, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, shall not be deemed that the Board and the Superintendent have entered into a new Contract of Employment, and shall require the prior approval of the Executive County Superintendent.

#### **5. BENEFITS**

##### **A. Vacation Days:**

The Superintendent shall be granted twenty-three (23) vacation days annually, calculated and prorated on annualized basis, all of which shall be available to the Superintendent on July 1st of each Contract of Employment year. The Board, through

its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days. If the Superintendent does not complete a Contract of Employment year, the number of vacation days shall be prorated at 1.91 vacation days per month for the completed months of service. If the Superintendent utilizes days in excess of this rate, compensation for those days shall be deducted from the Superintendent's last check.

If business demands prohibit the Superintendent from using all of her allotted vacation days in a given year, she may carry over up to seven (7) unused vacation days to be used during the next school year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

#### B. Holidays

The Superintendent shall be entitled to time off with pay for the following holidays, which shall not be charged against vacation time, provided they do not interfere with the School Calendar:

Independence Day	Scheduled Jewish Holidays
Labor Day	Day Before New Year's Day
Columbus Day*	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving Day	President's Day*
Day Before Christmas Day	Good Friday
Christmas Day	Memorial Day

\*If included in the General School Calendar

#### C. Personal Days

The Superintendent shall be granted five (5) personal days annually, calculated and prorated on an annualized basis. All personal days shall be provided with pay, shall be used at the Superintendent's discretion and for personal matters which require absence during school hours. At the end of each Contract of Employment year, up to three (3) days of unused personal leave shall be converted to sick days and shall accumulate as provided by law. In no case shall the total number of sick days exceed fifteen (15) sick days for any Contract of Employment year, Any unused personal days that area not converted to sick days at the end of the school year shall not be cumulative.

#### D. Bereavement Leave

The Superintendent shall be provided with the following leaves of absences: three (3) bereavement days, with pay, upon the death of a spouse, parent, child, grandchild, 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 of Employment year shall not be cumulative.

#### E. Health Benefits

The Board shall provide the Superintendent with health benefits as detailed below. With respect to any of the health benefits noted herein (including medical insurance options and/or dental insurance), the Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward payment of health benefit premiums. The contribution shall be made through payroll deduction.

1. Medical Insurance: The Superintendent, and her eligible dependents, shall have the option of enrolling in either the Board's POS Managed Care Medical Insurance Plan (which is the Board's base plan) or the Board's HSA plan, if the Board offers an HSA plan to employees.

If the Superintendent and her eligible dependents enroll in the Board's POS Managed Care Medical Insurance Plan, the co-pays shall be as follows:

Office Visit:	\$20 PCP / \$40 Specialist;
Family Out of Network:	\$200 Individual / \$500 Family
Out of Pocket Maximum:	\$3,000 Individual / \$6,000 Family
Emergency Room:	\$100
Outpatient Surgery:	\$300 .
Inpatient Hospital:	\$300

If the Superintendent and her eligible dependents enroll in the Board's Prescription Plan, the co-pay shall be as follows:

\$20 generic / \$40 brand

2. Dental Insurance: The Board shall provide a dental plan to the Superintendent and her eligible dependents.
3. Waiver of Insurance: If the Superintendent elects to opt out of the medical insurance coverage, the Board shall pay the Superintendent the applicable waiver amount as outlined below:

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



F. Sick Leave:

The Superintendent shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st of each Contract of Employment year. The unused portion of such sick leave, at the end of any Contract of Employment year, shall be cumulative. Unused sick leave may be accumulated from year to year.

G. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the New Jersey Association of School Administrators; Morris County Association of School Administrators, ASCD, and the American Association of School Administrators. Upon the prior approval of the Board, the Board shall pay up to Five Hundred Dollars (\$500.00) to other professional/civic groups and organizations which the Superintendent and the Board deem necessary to maintain and/or improve her professional skills.

H. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for sustenance and travel for which she uses her personal vehicle, in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile (currently \$0.31 per mile). The Superintendent shall be reimbursed for expenses up to a maximum amount of Two Thousand One Hundred (\$2,100.00) Dollars per school year, and pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A. 18A:11-1 2 and regulations promulgated thereunder.

I. Cellular Telephone:

The Board shall provide the Superintendent with a cellular telephone for business-related telephone calls, as well as de minimus personal use; and pay the monthly expenses associated with same. 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.

J. Professional Liability

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits and actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such



demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of her employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board will indemnify the Superintendent for the cost of her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

## **6. RETIREMENT OR SEPARATION FROM SERVICE**

### **A. Accumulated Unused Sick Days:**

Upon the Superintendent's retirement, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the rate of  $1/260^{\text{th}}$  of the Superintendent's annual base salary at the time of retirement. Pursuant to N.J.S.A. 18A:30-3:5, payment shall not exceed \$15,000.00.

### **B. Accumulated Unused Vacation Days:**

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Superintendent for up to thirty (30) accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following her last day of employment. Payment by the Board to the Superintendent for her unused vacation days shall be made within 30 days of her separation from employment.

### **C. Payment to Estate:**

If the Superintendent dies before her Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to her estate in accordance with law.

**7. EVALUATION**

The Board shall evaluate the performance of the Superintendent in accordance with law. The Board and the Superintendent shall meet to review the Superintendent's performance and establish performance goals for the following school year. Each evaluation shall be in writing, a copy shall be provided to the Superintendent, and the Board and the Superintendent shall meet to discuss the findings. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Superintendent as set forth in her job description and provide for such other criteria as the State Board of Education shall by regulation prescribe. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent shall receive a copy of any backup forms utilized in the evaluation process. 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 of Employment. On or before June 30 of each school year, the Superintendent 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 parties also agree that the Board shall not hold any discussions or take any negative action regarding the Superintendent's employment unless the Superintendent is given notice at least forty-eight (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 Open Public Meetings Act.

**8. RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT**

Any renewal/extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon the prior approval of the Executive County Superintendent.

**9. TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;



- C. Notification in writing by the Board to the Superintendent at least one hundred fifty (150) days prior to the expiration of this Contract of Employment, of the Board's intent not to renew this Contract of Employment;
- D. In the event that the Superintendent's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- E. Actions consistent with law.

**10. PRE-EXISTING TENURE RIGHTS**

Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which she previously held in the district. The Superintendent shall also continue to accrue seniority in all positions which she achieved tenure in the district. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

**11. COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

**12. MODIFICATION**

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment.

**13. CONFLICTS**

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

14. SAVINGS CLAUSE

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

The parties acknowledge that prior to her appointment as Superintendent of Schools, Loretta Radulic was the Assistant Superintendent for Curriculum & Instruction for the Roxbury Board of Education. Loretta Radulic hereby reserves her right to obtain the restoration of any Contract of Employment provisions that were modified, to the detriment of Ms. Radulic in her employment as Assistant Superintendent for Curriculum & Instruction, 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.

WHEREAS, the Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same; and

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of , said action having been, made a part of the official minutes of that meeting.

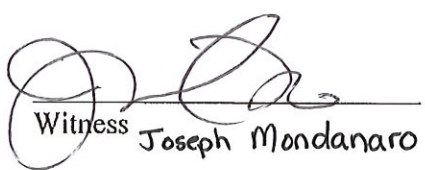
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.

  
Witness Christopher Zegar


Dated: 7/29/20

  
Loretta Radulic

Dated: 7/29/2020

  
Witness Joseph Mondanaro

Dated: 7/29/2020

  
Vice President, Dan Masi  
Roxbury Board of Education

Dated: 7/29/2020