

LONG HILL BOARD OF EDUCATION
759 Valley Road
Gillette, New Jersey 07933

SUPERINTENDENT EMPLOYMENT CONTRACT

This Employment Contract is made and entered into the 26th day of March, 2008 by and between the Long Hill Board of Education, with offices located at 759 Valley Road, Gillette, NJ 07933 (hereinafter referred to as the "Board"), and **René Rovtar**, whose address is **55 Penwood Road, Basking Ridge, NJ 07920** (hereinafter referred to as the "Superintendent").

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

1. **Term**

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

2. **Superintendent Responsibilities**

The Superintendent shall have the duties **and attendant authority** prescribed by the School **Laws and Board Policy** for the **position of Superintendent of Schools of the Long Hill School District** and all attendant powers as set forth in statute. **The Superintendent shall hold a valid certificate to act as Superintendent of Schools in the state of New Jersey throughout the life of this Agreement. Dr. Rovtar represents that she certified by the New Jersey State Board of Examiners to serve as a superintendent in New Jersey, and that she shall maintain her certification in full force and effect throughout the life of this Agreement. Failure to do so shall render this Agreement null and void as of the date of revocation or suspension.**

3. **Compensation**

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

For the period **July 1, 2008 to June 30, 2009**, the Board will pay the Superintendent an annual salary of **\$150,000.00, to be paid in equal installments in accordance with the district's regular 12-month employee payroll schedule**. Effective July 1, 2009, the Superintendent's salary for the remainder of the term of this contract shall be determined by the Board, but shall not be less than the salary paid to her in the

previous year. The Board agrees to review the Superintendent's salary at the conclusion of the 2008-2009 school year, and at least annually thereafter.

Merit Pay

The Superintendent shall be eligible for an annual Merit Pay award of up to \$5,000.00 annually based on the attainment of the annual goals which shall be mutually established by the Board of Education and the Superintendent.

4. **Other Benefits**

A. Leaves

1. Vacation: The Superintendent shall be entitled to twenty (20) vacation days annually. The Superintendent may carry no more than five (5) unused vacation days from one year to the next. Upon retirement, resignation or death, the Superintendent or estate shall receive a lump sum payment at the per diem rate for accumulated vacation days.

2. Holidays: The Superintendent shall be entitled to the holidays available to the other 12 month administrators in the District.

3. Sick Leave: The Superintendent shall be allowed 14 days sick leave annually.

4. Personal Leave: The Superintendent shall be granted 3 days of absence annually for personal matters which require absence during school hours, to be used at her discretion. The unused portion of such leave, at the end of each school year, shall not be cumulative.

5. Family Leave: The Superintendent shall be entitled to the following leaves of absence annually at full pay: 5 days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister or father or mother-in-law, 1 day for other family situations or bereavement. All family leave days specified in this paragraph shall not be cumulative.

B. Medical and Dental Insurance

1. Medical, Surgical, Major Medical: The Board shall provide hospital, surgical, medical and major medical insurance coverage for the Superintendent and her family, by enrollment of the Superintendent and her eligible dependents in Horizon Blue Cross/Blue Shield. The Superintendent will be given the option of choosing one of the following: Traditional, PPO, POS. The level of benefits in each plan shall be as guaranteed by the documents attached to this agreement.

2. The Board shall pay the entire cost of the premiums for the Superintendent and her immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered. The parties agree that the Board

reserves the right to unilaterally and without further negotiation to change carriers, as desired, so long as the new plan contains at least one coverage option that is equal to or better than the coverage currently provided under Blue Cross/Blue Shield. Any adjustment to the responsibility of payment of medical insurance premiums made during the life of the Employment contract shall be in the form of an amendment and shall become part of this Employment Contract, but shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

The Board shall offer a cash option of \$3,500 for family coverage and \$3,000 for husband and wife coverage each year to the Superintendent if she wishes to waive medical coverage. If the Superintendent selects this option and experiences a life-changing event, she will be permitted to immediate re-entry to the plan and will not be required to wait for an open enrollment period.

3. Dental: The Board shall provide dental insurance coverage (including orthodontia for dependent children 18 years old or younger) for employees and their families, through enrollment in the Delta Dental Plan of New Jersey, Inc. (Program II-A) or substantially similar plan. The benefits under the plan shall be:

Benefits	Co-Payments
Preventive and Diagnostic	80%
Remaining Basic	80%
Crowns, Inlays and Gold Restorations	60%
Prosthodontic Services	60%
Orthodontic Benefits (child only)	50%

\$25.00 single	Deductible – Not applicable to Preventive and Diagnostic
\$75.00 family	Deductible – Not applicable to Preventive and Diagnostic
\$1,000.00 calendar year	Maximum – Excluding Orthodontic Benefits
\$1,000.00 lifetime	Maximum for Orthodontic Benefits

The Board shall pay the entire cost of Dental coverage for the Superintendent and her immediate family (spouse and children) who are eligible and whom she elects to have covered. Any adjustment to the responsibility of payment of dental premiums made during the life of the Employment contract shall be in the form of an amendment and shall become part of this Employment Contract, but shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

The Board shall offer a cash option of 50% of the cost of the benefit per year to the Superintendent if she wishes to waive dental coverage.

C. Job-Related Expenses and Other Compensation

1. Expense Reimbursement: The Superintendent shall have the option of using her own vehicle for business-related trips. In accordance with Board Policy and New Jersey Administrative Code, the Superintendent shall receive reimbursement for mileage at the prevailing rate in accordance with regulations promulgated by OMB and reimbursement for reasonable expenses incurred in the performance of her duties.

2. Conferences, Seminars, and Workshops. The Board shall pay or reimburse the Superintendent for all costs of job related conferences, seminars, and workshops, subject to prior Board approval regarding cost, in accordance with Chapter 53 of the Public Laws of 2007 (N.J.S.A. 18A:11-12), except that, to the extent required by contract, statute, and/or regulation, the Superintendent shall attend various workshops, seminars, meetings and professional development programs offered throughout the school year as are required and/or necessary to ensure the proper operation of the District without the need for prior Board approval, subject to the pertinent Department of Treasury Guidelines.

All travel and travel related expense shall comply fully with the above mentioned law, the provisions of which are incorporated by reference as if fully set forth herein. Any portion of this Contract which shall be determined to be inconsistent with the foregoing law shall be null and void, *ab initio*.

5. Separation from Service

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

A. Sick Days

Upon the Superintendent's retirement from employment with the district, the Board will pay all unused, accumulated sick days at the per diem rate, calculated as 1/260th of the Superintendent's then current annual salary. Payment for unused sick days will be capped at \$15,000.

6. 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 and the Morris County Association of School Administrators.

7. Evaluation

The annual evaluation of the performance of the Superintendent shall be completed pursuant to statute. 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. The annual evaluation is 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 Superintendent, and such other criteria as the State Board of Education or regulation shall prescribe. The Superintendent shall receive a copy of any back-up forms utilized in the process.

8. Termination of Employment Contract

This Employment Contract 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; or
- (c) actions consistent with the statutory authority of the Board of Education.

9. 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.

10. 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 contract provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

11. 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 force.

12. Assistance of Counsel

The Superintendent acknowledges that she has been advised of her right to seek assistance from independent legal counsel and that the Board's attorney does not represent her regarding this contract.

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 a recorded roll-call majority vote of the Board at its meeting of March 24th, 2008 and has been made a part of the minutes of that meeting; and,

WHEREAS, any and all prior contracts of employment be and hereby are revoked and rescinded.

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

Dated this 26th day of March 2008.

Attest:

LONG HILL BOARD OF EDUCATION

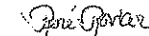
By:



John Esposito, Board Secretary



Suzanne Becker, Board President



René Rovtar, Superintendent