

EMPLOYMENT CONTRACT
between
DR. FREDDA ROSENBERG
and
THE BLOOMINGDALE BOARD OF EDUCATION

THIS EMPLOYMENT CONTRACT, made and entered into this _____ day of _____, 2007, by and between the Bloomingdale Board of Education (hereinafter referred to as “the Board”), with administrative offices located at 31 Captolene Avenue, Bloomingdale, New Jersey 07403, and Dr. Fredda Rosenberg (hereinafter referred to as the “Superintendent”).

ARTICLE I
EMPLOYMENT

A. The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment, as Superintendent of Schools for the four-year term commencing on **July 1, 2007** and expiring on **June 30, 2011**.

B. During the term of the Employment Contract, including any extensions thereof, the Superintendent shall not be dismissed or reduced in compensation except as provided by statute or in the event the Superintendent’s certificate is revoked. 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 Commission and the Superintendent have entered into a new employment contract.

ARTICLE II
CERTIFICATION AND RESPONSIBILITIES

A. Certification. The Superintendent shall maintain a current Administrator’s 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.

B. Responsibilities. The Superintendent shall be responsible for the general supervision over the District’s schools and all attendant powers and duties as set forth in N.J.S.A. 18A:17-20. The Superintendent shall:

1. faithfully perform the duties of the Superintendent for the Board and serve as the chief school administrator and executive in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies that are adopted from time to time by the Board. The specific job descriptions adopted by the Board, applicable to the positions of Superintendent of Schools, are incorporated into this contract and shall be followed by the Superintendent.

2. devote her full time, skills, labor and attention to this employment during the terms of this contract, provided that the Superintendent may, with prior notice to and approval of 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 her full-time responsibilities as Superintendent.

3. 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.

4. 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.

5. 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.

6. structure her working day and organization to insure that all duties are performed and obligations met.

7. carry on other appropriate duties, such as that of a principal in the District (in accordance with the related job description) to which the parties agree.

ARTICLE III **SALARY**

A. For the period July 1, 2007 to June 30, 2008, the Board will pay the Superintendent an annual salary of \$165,000.00 -- \$140,000.00 for her service as Superintendent and \$25,000 for her service as principal in the District. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

B. For the period of July 1, 2008 to June 30, 2009, the Board will pay the Superintendent an annual salary 5% above the prior year's annual salary and in line with the Bloomingdale Administrators' Association agreement. This annual salary rate shall be paid to the Superintendent in accordance with schedule of salary payments in effect for other certified employees.

C. For the period of July 1, 2009 to June 30, 2010, the Board will pay the Superintendent an annual salary 5% above the prior year's annual salary and in line with the Bloomingdale Administrators' Association agreement. This annual salary rate shall be paid to the Superintendent in accordance with schedule of salary payments in effect for other certified employees.

D. For the period of July 1, 2010 to June 30, 2011, the Superintendent's annual salary will be the Superintendent's 2009-2010 annual salary increased by the same percentage increase as negotiated with the Bloomingdale Administrators' Association for 2010 - 2011.

E. In any year when the Superintendent does not serve as principal, her annual salary shall be reduced by the rate of \$25,000 per annum.

ARTICLE IV
BENEFITS IN ADDITION TO SALARY

A. **Sick Days.** The Superintendent shall be entitled to fifteen (15) sick days leave annually. Any unused sick leave days shall be cumulative and available for sick leave, if needed in subsequent years. She may carry over all of her accumulated unused sick leave in the District as of June 30, 2007 so that it is available upon the effective date of this Employment Contract. Upon retiring from the District and receiving pension checks in accordance with the procedures of the New Jersey Teachers Pension and Annuity Fund, the Superintendent shall receive severance pay at her per diem rate (calculated as 1/240th of the current annual salary at the time of separation) for each unused sick day up to a maximum of \$20,000.

B. **Personal Days.** Effective July 1st of each contract year, the Superintendent shall be provided five (5) days of absence annually for personal matters which require absence during school hours, to be used at her discretion. Unpaid personal days shall not be cumulative.

C. **Health Insurance.** The Board shall provide the following health insurance:

1. **Medical Insurance:** The Board shall provide the enhanced PPO medical insurance plan to the Superintendent. The Superintendent shall be eligible to purchase other medical insurance coverage offered through the Board's program by paying the difference in premiums through payroll deduction.

The Superintendent, otherwise eligible for medical coverage and who is covered by an outside medical insurance plan, may waive the insurance provided by the Board. The Board shall pay to the Administrator a waiver equal to 25% of the annual cost of the insurance premium in the coverage amount in which the Superintendent is eligible. Payments shall be provided in two installments, in January and in June. Re-enrollment in the Board's insurance plan may be made during any open enrollment periods and/or upon a "major life event."

2. **Dental Insurance:** The Board shall provide a dental plan to the Superintendent.

3. **Prescription Insurance:** The Board shall provide a prescription plan to the Superintendent, subject to a \$15.00 generic/\$25.00 brand name and \$15.00 mail order co-payments.

4. **Disability Insurance:** The Board will fund a disability plan at a cost not to exceed \$800.00 annually.

5. Vision Care: The Board will reimburse the Superintendent up to a total of \$500.00 annually for vision care.

D. Professional Development. The Board shall reimburse the Superintendent for the appropriate mentoring fees, registration fees, membership fees and/or charges to the New Jersey Association of School Administrators and/or other professional associations of the Superintendent's choosing, tuition expenses, textbooks and all other reasonable expenses for conferences, seminars and/or graduate school course work at institutions of the Superintendent's choosing. The aggregate amount of annual reimbursement shall not exceed \$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 conferences or seminars attended and courses taken.

E. Bereavement Days. Effective July 1st of each contract year, the Superintendent shall be provided with five (5) consecutive days, exclusive of weekends, for bereavement upon the death of a spouse, parent, child, grandchild, brother, sister, stepbrother, stepsister or father or mother-in-law. Unused bereavement leave at the end of each contract year shall not be cumulative.

F. Vacation Days. Effective July 1st of each contract year, the Superintendent shall be granted 22 vacation days per year exclusive of school and legal holidays. A maximum of ten (10) vacation days may be carried forward into the next school year. Vacation days as granted herein shall not accumulate beyond a one (1) year carryover. Upon retiring from the Board and receiving pension checks in accordance with the procedures of the New Jersey Teachers Pension and Annuity Fund, the Superintendent shall receive reimbursement for all unused vacation days at the per diem rate (calculated as 1/240th of the current annual salary at the time of separation), not to exceed a maximum of 32 days, including days earned in the year of separation.

G. Holidays. The Superintendent, as a twelve-month employee, will have time off on the following holidays:

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas
Independence Day	Day New Year's Eve
Labor Day	One (1) Floating Holiday
Columbus Day	

H. Reimbursement for Business Related Expenses. The Board shall reimburse the Superintendent for all school business-related travel pursuant to the Board policy, with mileage on her personal vehicle calculated at the maximum prevailing rate established by the Internal Revenue Service. The Superintendent shall follow Board policy in supplying the requisite documentation when seeking reimbursement.

I. Wireless Notebook Computer. The Board shall provide the Superintendent with a notebook computer with wireless capability for her businessrelated use.

J. Cordless Telephone. The Board shall provide the Superintendent with a cordless telephone for use in the Superintendent's Office.

K. Payment to Estate. If the Superintendent dies before an Employment Contract year is completed, payment for unused accumulated and unused sick and vacation days shall be made to the Superintendent's beneficiary based upon the per diem rates and limitations set forth herein. If no beneficiary is named, the payment shall be to the Superintendent's estate, based on the per diem rates and limitations set forth herein.

L. Disability of Superintendent. In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Superintendent to return to her duties, the Board may require the Superintendent to submit to examinations consistent with N.J.S.A. 18A:16-2.

ARTICLE V **EVALUATION**

A. The Board shall annually evaluate the performance of the Superintendent at least once a year as required by N.J.S.A. 18A:17-20.3a, on or before April 1. 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 Board action, a copy shall be provided to 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 Board, the responsibilities of the Superintendent as set forth in the job descriptions for the positions of Superintendent of Schools and Principal, and such other criteria as the State Board of Education shall by regulation prescribe.

B. 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 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; this response shall become a permanent attachment to the Superintendent's personnel file upon her request.

ARTICLE VI
TERMINATION AND NON-RENEWAL

A. **Termination of Employment Contract.** This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the Superintendent upon sixty (60) days written notice to the Board;
- (c) actions consistent with the statutory authority of the Board; or
- (d) upon the revocation of the Superintendent's Administrator's certificate.

B. **Non-Renewal/Renewal of Employment Contract.** Any notice of non-renewal of this Employment Contract shall be provided by the Board to the Superintendent in writing at least one (1) year prior to its expiration, as required by law.

ARTICLE VII
SEPARABILITY

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

ARTICLE VIII
MODIFICATION OF CONTRACT TERMS

This agreement contains the entire understanding of the parties.

The terms and conditions of the Employment Contract shall not be modified, except by the written consent of both parties hereto, provided further that the consent of the Board can only be given by means of a lawfully adopted resolution.

ARTICLE IX
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.

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, adequate notice of a public hearing was provided to the public to discuss this Employment Contract in accordance with N.J.S.A. 18A:11-11; and,

WHEREAS, this Employment Contract has been approved by a recorded roll-call majority vote of the Commission at its meeting of _____, **2007** 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.

SUPERINTENDENT

**BLOOMINGDALE BOARD OF
EDUCATION**

By: _____
Dr. Fredda Rosenberg

By: _____
William Alexander, Board President

WITNESS:

By: _____

By: _____
George J. Hagl, Board Secretary

Dated: _____, 2007