

## **SUPERINTENDENT EMPLOYMENT CONTRACT**

This Employment Contract (sometimes referred to as “this Agreement” or “this Contract”) is made and entered into the 1st day of July, 2017 by and between the **BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION** with offices located at 836 Newmans Lane, Bridgewater, NJ (hereinafter referred to as the “Board”) and Russell Lazovick, , whose address is \_\_\_\_\_ (hereinafter referred to as the “Superintendent”).

**The Board and the Superintendent hereby rescind their Employment Contract for the term, July 1, 2016 to July 1, 2021 and enter into this Agreement.**

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

### **1. TERM**

The Board, in consideration of the promises herein contained, hereby employs, and the Superintendent hereby accepts employment, as Superintendent of Schools for the term commencing on July 1, 2017 to July 1, 2022.

### **2. SUPERINTENDENT’S RESPONSIBILITIES**

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent’s full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district,

he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. To non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his/her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have 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, (except where a Rice notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To 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.

I. To perform all duties incidental 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.

### **3. CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement. If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

### **4. COMPENSATION**

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

#### Base Salary

- A. For the period July 1, 2017 through June 30, 2021, in accordance with N.J.A.C. 6A:23A-1.2, the Board will pay the Superintendent an annual base salary of \$191,584 (One Hundred Ninety-one Thousand, Five Hundred Eighty-four Dollars), to be paid in equal installments in accordance with the district's regular 12-month employee payroll schedule, plus a \$5,000 (Five Thousand Dollars) salary increment mandated by the foregoing regulation for a school district with a high school.
- B. Commencing with the July 1, 2021 to July 1, 2022 contract year, the Board will pay the Superintendent an annual base salary, increased 2% (Two Percent), in the amount of \$195,416 (One Hundred Ninety-five

Thousand, Four Hundred Sixteen Dollars), increased by 2% (Two Percent), to be paid in equal installments in accordance with the district's regular 12-month employee payroll schedule, plus a \$5,000 (Five Thousand Dollars) salary increment mandated by the foregoing regulation for a school district with a high school

- C. In the event the regulations governing the compensation of Superintendents shall expire or be further amended, the parties agree to negotiate a salary increase; any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent.

### Merit Pay

1. As permitted under N.J.A.C. 6A:23A-3.1(e), the Superintendent may receive a merit bonus in addition to his annual base salary.

The merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

- A. Annual merit pay may be provided for each year of this Agreement, based on the Superintendent's progress toward achieving district goals. Accordingly, the Board and the Superintendent shall meet to discuss and develop mutually acceptable merit goals no later than July of each contract year for the following contract year, to be submitted to the Executive County Superintendent by September 30 for approval, in accordance with the foregoing.

B. The Superintendent's success in achieving such goals shall be assessed in conjunction with his annual evaluation. Any merit pay awarded by the Board in accordance therewith shall be granted on July 1st of each successive year of the Agreement, commencing on July 1, 2017 and shall not become part of the base salary for the school year immediately following the evaluation or any contract year thereafter. Written criteria for determining each merit increase shall be set forth in the Superintendent's goals and will be established for each school year, subject to approval by the Executive County Superintendent.

#### 4. LEAVES

A. Vacation: The Superintendent shall be entitled to twenty six (26) vacation days annually. The Superintendent shall notify the Board President of his intent to utilize vacation time and shall provide as much advance notice as possible. For any partial contract year, vacation time shall be prorated. The Superintendent may carry up to fifteen (15) 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, calculated at 1/260<sup>th</sup> of the Superintendent's then current annual salary, for up to thirty-six (36) accumulated but unused vacation days. Any absences of the Superintendent during school recess periods shall be charged as vacation.

B. Holidays: The Superintendent shall be entitled to the paid holidays as annually prescribed by the Board for other certified, non-bargaining unit administrators.

C. Sick Leave:

1. The Superintendent shall be allowed 12 days sick leave annually, prorated for the first contract year, which shall be allowed to accumulate from year-to-year.

2. Upon initial employment in July 2016, the Superintendent received a sick bank of 30 days in the case of illness or injury that requires an extended medical leave that is certified by a medical physician. At the end of each contract year, the sick bank will be reduced by the number of accumulated sick days from the prior year, until such time when the

accumulated sick days exceeds 30 days. Once the Superintendent has accumulated 30 sick days, the sick bank will be eliminated. The sick bank is not accessible for the Superintendent's use until and unless all earned sick days have first been exhausted.

3. Upon retirement from employment, all sick days accumulated, excluding the thirty (30) sick days granted upon initial employment, shall be paid to the Superintendent in a lump sum payment equivalent to  $\frac{1}{2}$  per diem pay ( $\frac{1}{260}$ th of his current annual salary) for each day (unused) of accumulated sick leave, not to exceed the sum of Fifteen Thousand Dollars (\$15,000), in accordance with N.J.S.A. 18A: 30-3.5 and 30-9.
4. The Superintendent shall be granted five (5) days leave of absence during each year of this agreement, for personal matters which require absence during school hours, to be used at his discretion. Personal days are non-cumulative. The Board will not compensate the Superintendent for any unused personal leave.

D. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Human Resources Manager each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

## 5. **PROFESSIONAL GROWTH**

A. The Board encourages the ongoing professional growth of the Superintendent.

1. Accordingly, the Board shall pay the annual dues for the Superintendent's membership in AASA and NJASA, and other organizations deemed important by the Superintendent and the Board.
2. The Superintendent also, with prior Board approval, shall be entitled to reimbursement for expenses incurred for attendance at professional conferences, and similar expenses which he may incur while discharging

the duties of Superintendent in accordance with P.L. 2007, c. 53, The School District Accountability Act and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy.

3. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA, and one national conference of his choice. Reimbursement or payment for such expenses shall be made in accordance with P.L. 2007, c. 53, The School District Accountability Act and affiliated regulations, and Board policies which amount shall not exceed a combined total of \$3,000.

B. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

## **6. HEALTHCARE INSURANCE**

A. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the tier 4 premium costs for all such coverages set forth in Chapter 78, P.L. 2011 (passed as Senate No. 2937) and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

B. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

The Board reserves the right to unilaterally and without further negotiation to change carriers, as desired, so long as the new plan contains a coverage option that is at least equivalent to the coverage formerly provided. Any adjustment to the responsibility of payment of medical insurance premiums made during the

life of the Agreement shall be in the form of an amendment and shall become part of the Employment Contract, but shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

## 7. **EQUIPMENT**

A. The Board shall provide the Superintendent with a cellular phone and shall pay the monthly charges for his use in performing his duties as superintendent. In the alternative, if the Superintendent requests, the Board shall reimburse him for use of his personal cellular phone.

B. The Board shall provide for the use of the Superintendent a district laptop computer, netbook or tablet as agreed to by the parties. Reasonable personal use of the device shall be permitted.

8. **TUITION REIMBURSEMENT.** The Board shall reimburse the Superintendent for tuition costs incurred for satisfactory completion (i.e., grade of B or higher, or Pass) in graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Doctoral Degree in an area or discipline directly related to his duties as Superintendent for up to six credit hours per semester (up to a maximum of 18 credits per year) at the Rowan University rate. The parties acknowledge that the Superintendent is currently enrolled in the Doctoral Degree Program at Rowan University and the Board shall pay the costs in connection with the remaining coursework to complete the program and obtain the Doctoral Degree during the life of this Contract. This provision, however, shall sunset at the end of this Contract term, whether or not this Contract is renewed. In the event of Contract renewal, the parties agree to reopen negotiations on this issue if the program of studies is not yet completed.

Reimbursement shall be subject to submission of transcripts showing completed courses and grades. In the event that the Superintendent unilaterally terminates this Contract prior to completion of at least three full years of service, then he shall be obligated and hereby promises to refund all tuition payments received up to the date of termination. Reimbursement shall be paid in full upon the date of said termination.

9. **MILEAGE REIMBURSEMENT.** The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business,

excluding daily commuting, as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget.

**10. PROFESSIONAL LIABILITY.** The Board agrees, in accordance with and subject to the limitations of N.J.S.A. 18A: 16.6 and 16.6-1, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his 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 his employment. If the Superintendent is dissatisfied with an attorney assigned to represent him, he shall discuss this matter promptly with the Board Attorney who, in consultation with the Board, shall attempt to accommodate the Superintendent's concerns, if possible. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

## **11. ANNUAL EVALUATION**

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. 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; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, 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 final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year and criteria for merit pay for the first contract year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 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 the Open Public Meetings Act.

## **12. TERMINATION OF EMPLOYMENT AGREEMENT**

A. This Agreement shall terminate, Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. Failure to possess and maintain proper certification;

2. Revocation or suspension of the superintendent's certificate;
3. Forfeiture under N.J.S.A. 2C: 51-2;
4. Mutual agreement of the parties;
5. Misrepresentation by Superintendent of employment history, educational and professional credentials, and criminal background;
6. Unsatisfactory criminal background check;
7. Termination, pursuant to N.J.S.A. 18A: 17-20.2;
8. Upon written notification by the Superintendent received by the Board Secretary one hundred twenty (120) days prior to the date of his resignation or retirement.

B. In the event the Superintendent is arrested and charged with a criminal offense which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges. Nothing in this Agreement shall limit the Board's rights with regard to suspension under N.J.S.A. 18A: 6-8.3, 6-14, and the School Laws generally.

C. The Superintendent shall not be dismissed or reduced in compensation during the term of this Agreement, except set forth in this Agreement and the School Laws, including without limitation, N.J.S.A. 18A: 17-20.2; provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties so long as it continues to pay his salary and benefits for the duration of the term.

D. In the event the Board elects to suspend this Agreement prior to its expiration date, and to remove the Superintendent from the actual performance of his duties, the Board shall compensate the Superintendent for all salary and fringe benefits until the expiration date is reached, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere, both within a reasonable period of time, and prior to the expiration date of the within Agreement. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board, and all other paid benefits will be adjusted to reflect coverage, if any, in the new position.

E. Pursuant to N.J.S.A. 18A:17-20.2a, the district Board of Education shall submit to the Commissioner for prior approval an early termination Employment Agreement that includes the payment of compensation as a condition of separation. The early termination agreement containing compensation for separation cannot exceed the lesser of three months pay for every year remaining on the contract, with proration for partial years, not to exceed 12 months, or the remaining salary amount due under the contract.

### **13. RENEWAL - NON RENEWAL**

This Employment Contract shall automatically renew for a term of five calendar years, expiring July 1, 2027, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent in writing, prior to January 10, 2022 that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or

C. in accordance with such laws and regulation that would require nullification of this Contract.

### **14. NO WAIVERS**

The election by the Board not to enforce or implement any of its rights under this Agreement shall not constitute a waiver of such right.

### **15. REVIEW OF PERSONNEL FILE**

A. The Superintendent's personnel file shall be maintained and secured by an administrator designated by the Board, other than the Superintendent.

B. The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified

by him shall be destroyed except as may be prohibited by the Open Public Meetings Act and/or the Records Destruction Act.

- C. No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

**16. RIGHT TO INDEPENDENT LEGAL COUNSEL**

The Superintendent acknowledges that he has been advised of his right to seek independent legal counsel before signing this Agreement and that the Board Attorney does not and cannot represent his interests regarding this Agreement.

**17. COMPLETE AGREEMENT**

This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and modifications/changes must have prior review and approval of the Executive County Superintendent.

**18. SAVINGS CLAUSE**

If, during the term of this Agreement, it is found that a specific provision of this Agreement is illegal, then the remainder of the Agreement shall not be affected but shall remain in full force and effect.

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

SUPERINTENDENT:

THE BOARD OF EDUCATION OF  
THE BRIDGEWATER-RARITAN  
REGIONAL SCHOOL DISTRICT:

\_\_\_\_\_ Date \_\_\_\_\_  
Russell Lazovick

\_\_\_\_\_ Date \_\_\_\_\_  
Jill Gladstone, President

WITNESS:

ATTEST:

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Peter Starrs, Board Secy, Business Admin.