

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 25th day of June, 2018, by and between the **RIDGEWOOD BOARD OF EDUCATION**, with offices located at 49 Cottage Place, Ridgewood, New Jersey 07451 (hereinafter "the Board")

and

DR. DANIEL FISHBEIN, whose position is to be the Superintendent of Schools (hereinafter "Superintendent" and/or "Dr. Fishbein").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto.

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 Dr. Fishbein the position of Superintendent of Schools, and he 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 regularly scheduled meeting on June 25, 2018 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 Dr. Fishbein as the Superintendent of Schools of the Ridgewood Public School District for the five-year period beginning on July 1, 2018 and ending at 12:01 a.m. on July 1, 2023.

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 positions of Superintendent. 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.

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 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, 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 of Schools, is incorporated into this Contract of Employment and shall be followed by the Superintendent.

b. devote his 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 the Board, undertake speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time 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 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 a majority of the Board may refer to him 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 his working day and organization to insure that all duties are

performed and obligations met.

h. assume responsibility for the administration of the affairs of the 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 district.

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 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. immediately report any incident of the Superintendent's arrest to the Board president.

m. prior to the Superintendent being out of District for three (3) or more consecutive workdays, including vacation and personal days, the Superintendent shall report his intended absence to the Board President.

n. 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, is given the opportunity to address the Board in closed session, 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 members of the Board, individually and collectively, will refer to the Superintendent criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. As necessary, such reference shall be discussed by the Board at a regularly scheduled meeting of the Board, and a consensus sought to direct the Superintendent to study, recommend and/or take action. The Board will not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. Any discussions regarding the Superintendent shall be held in accordance with N.J.S.A. 10:4-6, et seq. and other applicable State laws.

All duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in the job descriptions 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, upon the prior approval of the Board, through his participation in it and the Board might decide, in light of his responsibilities as the Superintendent, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrators 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 his 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, and registration for national 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 or reimbursed by the Board in accordance with law. Expenses for transportation not covered under Article 5.23 shall be paid for/reimbursed by the Board in accordance with law or Board policy, whichever is less. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.S.A. § 8A:11-1, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation to the Business Administrator for reimbursement.

4. COMPENSATION

A. Salary:

Except as otherwise provided herein, the Board shall pay the Superintendent an annual salary of Two Hundred and Nine Thousand Seven Hundred Twenty-Eight Dollars (\$209,728.00) for the 2018-2019 School Year, See schedule included below for the 2019-2020, 2020-2021, 2021-2022 and 2022-2023 school years. The annual salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees. If the Salary Cap regulation changes or is rescinded permitting increases in salary, the Board agrees to convert the annual merit bonus to annual base pensionable salary and eliminate the merit bonus to the extent permissible by law and/or regulation.

Year	Salary	Salary Component
2018-2019	\$209,728	2017/18 Salary x 1.02
2019-2020	\$213,923	2018/19 Salary x 1.02
2020-2021	\$218,201	2019/20 Salary x 1.02
2021-2022	\$222,565	2020/21 Salary x 1.02
2022-2023	\$227,017	2021/22 Salary x 1.02

B. Merit Bonus:

For the 2018/2019, 2019/2020, 2020/2021, 2021/2022 & 2022/2023 school years, a non-compoundable non-pensionable merit bonus above the salary set forth in Article 4A of the Contract of Employment shall be granted by the Board upon the Superintendent's successful completion of the merit criteria selected by the parties and as approved by the Executive County Superintendent for Bergen County. On or before August 31, of each year of the contract, the Board shall submit, for prior approval, a copy of the five agreed upon merit criteria, three (3) quantitative and two (2) qualitative, to the Executive County Superintendent for Bergen County. Once the merit criteria are approved by the Executive County Superintendent, they shall be reflected in an addendum to this contract. At the conclusion of each school year, the Board shall submit a resolution to the Executive County Superintendent for Bergen County certifying that the quantitative and/or qualitative merit criteria have been satisfied and the Board shall await confirmation of satisfactory completion of the criterion prior to payment of any merit bonus. Within thirty (30) days of receipt of said confirmation from the Executive County Superintendent, the Board shall make payment to the Superintendent. The Superintendent shall be granted a merit bonus of 3.33% of annual salary for each quantitative merit criterion achieved, and 2.5% of annual salary for each qualitative merit criterion achieved.

In any instance in which the Executive County Superintendent rejects a proposed merit criteria, the parties shall agree upon a new one and/or revise it and re-submit it to the Executive County Superintendent for approval.

5. BENEFITS

A. Vacation/Holidays:

The Superintendent shall be granted twenty seven (27) vacation days with pay annually, calculated and prorated on an annualized basis (at the rate of 2.25 days per month), all of which shall be available to the Superintendent on July 1st of each year of this agreement.

If business demands prohibit the Superintendent from using all of his allotted vacation days in a given year, he may carry over up to seventeen (17) unused vacation days to be used during the next year. Any vacation days carried over from the previous year that are not used shall be forfeited. At no time shall the number of earned and carried over vacation days exceed forty four (44) vacation days.

The Superintendent shall document the use of accrued vacation days with the Business Administrator/Board Secretary. The Board President shall review these records from time to time to ensure their accuracy.

The Superintendent shall be entitled to time off with pay for the same holidays as is consistent with the Administrative Office operation, as when other administrators are not required to attend work.

B. Personal Leave:

The Superintendent shall be entitled to a maximum of three (3) days with pay annually, for the conduct of personal affairs, which cannot be handled outside of school hours. Unused personal days shall convert to sick days at the conclusion of the school year, subject to a maximum accumulation of fifteen (15) sick leave days per school year.

Bereavement Leave:

The Superintendent shall be granted up to five (5) days paid leave for death of a spouse, parent, grandparent, parent-in-law or child.

D. Medical and Other Benefits:

The Superintendent and his dependents, if applicable, shall receive the medical insurance coverage provided by the Board to other certificated staff in the district. The Board and Dr. Fishbein agree that Dr. Fishbein has contributed to health coverage for 10 school years during his tenure in the district. Dr. Fishbein will contribute 26% of the premium cost of health care coverage via payroll deduction. Should the Ridgewood Administrators Association (RAA) contribute a lesser percentage than 26% of the premium cost during the term of this Agreement, Dr. Fishbein's contribution amount

shall be reduced accordingly without the need for amendment of this Agreement. Dr. Fishbein shall contribute toward his healthcare benefits in accordance with applicable law.

The Superintendent may voluntarily waive medical insurance coverage and receive a premium payment for such waiver of coverage to the maximum level permitted by law. If the Superintendent elects to waive medical insurance coverage, he must provide written representation of alternate insurance coverage to the Board. Waivers for periods of less than one year shall be prorated.

The Board shall provide the Superintendent and his dependents, if applicable, with dental insurance coverage. Dr. Fishbein shall contribute toward his healthcare benefits in accordance with applicable law.

E. Sick Leave:

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

F. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges and conference charges associated with the following professional associations: NIAEA; AASA; AASA; NJASBO; ASBO; National Secondary, Middle and Elementary Association; the Bergen County Administrators Association; Rotary International; National Superintendent Study Council; NJ Council of Education; Seton Hall Superintendent Study Group; National Suburban Superintendents Association; and other organizations deemed important by the Superintendent and the Board. The Board shall pay one hundred percent (100%) of the Superintendent's subscription fees to appropriate educational and/or professional publications within the limits set in the annual budget.

G. Expense Reimbursement:

The Board shall reimburse the Superintendent for reasonable expenses incurred for travel lodging and sustenance in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Travel expenses in District, within the County of Bergen and to any conferences or other events the Superintendent can reasonably travel to by automobile shall be reimbursed up to \$750.00 per month for the term of the contract. Reimbursement of expenses shall be pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and in accordance with OMB Circular and Travel Regulations promulgated thereunder. Expense reimbursement shall not include travel to or from the Superintendent's residence to the District. Expense reimbursement of costs associated with events and activities to enhance the Superintendent's knowledge and expertise in the field of education and administration is

addressed in Article 3 (Professional Growth of Superintendent). The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation to the Business Administrator for reimbursement.

H. Disability Insurance Reimbursement:

The Board will pay directly for an insurance policy for the Superintendent where in the event the Superintendent becomes disabled, the benefits paid to him will equal an amount no less than 66.66% of the Superintendent's annual salary. The disability insurance policy in this contract shall be consistent with the policy in the previous employment contract.

I. Computer/iPad/iPhone/Android Phone / Like Devices:

The Board shall supply the Superintendent with the use of a new laptop computer and iPad (with cellular data access) which is the property of the Board and shall be returned to the Board at the end of the Superintendent's employment. The Board shall be responsible for all maintenance and software updates associated with the laptop computer and iPad. The laptop computer and iPad shall be replaced as necessary.

The Board shall supply the Superintendent with the use of an iPhone or equivalent smartphone device which is the property of the Board and shall be returned to the Board at the end of the Superintendent's employment. The Board shall be responsible for all costs associated with its maintenance. Personal use of the device by the Superintendent shall be permitted. This iPhone or other device shall be replaced as necessary. If the Superintendent chooses to purchase and pay for phone and Internet service, the Ridgewood Board of Education will reimburse full expenses.

6. SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District, the Board will pay all earned, accumulated, sick days earned while an employee of the Board. Sick days shall be reimbursed at the final per diem rate which shall be calculated at 1/260 of the Superintendent's then annual salary, and reimbursement for accumulated unused sick days shall not exceed Fifteen Thousand Dollars (\$15,000.00). Payment by the Board to the Superintendent for his unused sick days shall be made within thirty (30) days of his last day of employment.

B. Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement

from employment with the District, the Board will pay for unused vacation days earned while an employee of the Board, in accordance with law, up to a maximum of Twenty Thousand Dollars (\$20,000.00). Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Payment by the Board to the Superintendent for his unused vacation days shall be made within thirty (30) days of his separation from employment.

C. Payment to Estate:

In the event of the Superintendent's death, payment for any accumulated unused vacation days due in accordance with paragraphs B above shall be made to his estate.

7. EVALUATION AND GOALS AND OBJECTIVES

Within ninety (90) days of the execution of this contract, and by June 1st of each succeeding year of this contract, the parties shall meet to establish the Board's goals and objectives for the new school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th. Each evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final adoption of the evaluation by the Board, the Board shall provide the Superintendent a copy, and the Superintendent and the officers of the Board shall meet to discuss the findings. Each evaluation shall be based upon the District goals and objectives as approved by the Board, 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 shall by regulation prescribe.

On or before June 30th of each year of this Employment Contract, the Board and the Superintendent shall meet in closed session for the purpose of mutual evaluation of the performance of the Board and the Superintendent. Prior to final Board action to approve the evaluation in closed session, the Board shall supply the Superintendent with a copy of its written evaluation of him, which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of 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. His response shall become a permanent attachment to the evaluation in question and placed in the Superintendent's personnel file. To the extent the parties have not already done so, they shall meet within sixty (60) days of the execution of this

contract to mutually agree upon the evaluation format. Thereafter, on or before April 30 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.

8. RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT

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

9. TERMINATION OF CONTRACT OF EMPLOYMENT

A. This Contract of Employment may be terminated by:

- i. Mutual agreement of the parties;
- ii. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- iii. Notification in writing by the Board to the Superintendent on or before July 31, 2002 of the Board's intent not to renew this Contract of Employment; or
- iv. Action consistent with law.

In the event the Superintendent's certificate is revoked, this contract shall be null and void effective upon such revocation.

10. 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 upon review and approval of the Executive County Superintendent.

11. 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.

12. 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.

13. MISCELLANEOUS

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:26-1, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 22 (August 13, 2002), and case law interpreting them.

14. INDEMNIFICATION

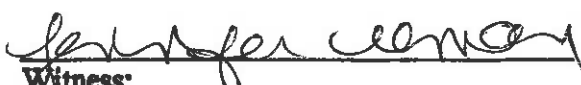
The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent in accordance with applicable State law.


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

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of June 25, 2018 said action having been made part of the official minutes of that meeting.

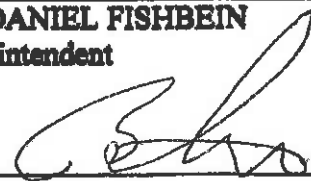
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.


Witness:


Witness:



DR. DANIEL FISHBEIN
Superintendent



B. Vincent Loncto,
President
RIDGEWOOD BOARD OF EDUCATION