

EMPLOYMENT AGREEMENT

between

LESLIE A. O'KEEFE

and

THE BOARD OF EDUCATION OF THE

BOROUGH OF RUTHERFORD

THIS AGREEMENT made and entered into this 11th day of June, 2007, by and between the Board of Education of the Borough of Rutherford, which has offices located at 176 Park Avenue, Rutherford, New Jersey 07070 (hereinafter referred to as the "Board"), and Leslie A. O'Keefe, (hereinafter referred to as the "Superintendent").

WITNESSETH:

WHEREAS, the Board desires to provide the Superintendent with a written employment agreement in order to enhance administrative stability and continuity within the schools which the Board believes improves the quality of its overall education program; and

WHEREAS, the Board and Superintendent believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational

program of the Rutherford School District (hereinafter referred to as "District");

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree that the following paragraphs shall constitute the terms and conditions of the employment agreement:

1. TERM

The Board hereby employs and the Superintendent hereby accepts employment as the Superintendent of Schools for the period beginning July 1, 2007 and ending June 30, 2012.

2. Compensation

The Board shall pay the Superintendent an annual salary of one hundred seventy-one thousand two hundred eighty-eight and 00/100 dollars (\$171,288.00) for the period beginning July 1, 2007 and ending June 30, 2008.

The Board shall pay the Superintendent an annual salary of one hundred eighty thousand six hundred thirty-nine and 00/100 dollars (\$180,639.00) for the period beginning July 1, 2008 and ending June 30, 2009.

The salary for the remaining years of the contract shall be determined no later than June 30, 2009.

The base salary shall be paid in equal semi-monthly installments in accordance with the schedule of payments in effect for other certificated employees.

3. Professional Certification

The Superintendent shall hold a valid New Jersey School Administrator's certificate to act as a chief school administrator in the State of New Jersey.

4. Duties

The Superintendent agrees to give her best professional services and faithfully perform the duties of the Superintendent of Schools for the District assigned by the Board, set forth in the job description as may be revised by the Board, and prescribed by federal and state law, the regulations of the State Board of Education and other agencies, and the by-laws, policies and regulations of the Board, as may be revised by the Board. The Superintendent shall not engage in any outside employment without the prior approval of the Board.

The Board shall provide legal assistance for and indemnify the Superintendent against civil actions and certain criminal actions to the extent required by N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.

5. Leaves of Absence

(a) Vacations

The Superintendent shall receive twenty (20) working days of vacation annually. Extended vacation may only be scheduled if the Superintendent has made arrangements for an administrator to assume her duties and responsibilities in her absence and has notified the Board in advance of any such vacation. For purposes of this provision, "extended vacation"

shall be defined as three (3) or more consecutive days of vacation. Unless vacation days are used or the day is one of the holidays set forth in subparagraph (d), the Superintendent shall work during the Christmas/New Year, winter and spring recess periods. There shall not be any accumulation of vacation days. Although the vacation days are accrued through the year of employment, the Superintendent shall be allowed to take her vacation for the year in advance.

(b) Sick Days

- i. The Superintendent shall receive twelve (12) sick days annually. Sick days shall be accumulated in accordance with N.J.S.A. 18A:30-3.
- ii. Notwithstanding anything contained in the Agreement which could be interpreted to the contrary, the Superintendent shall not be entitled to payment for thirty three (33) sick days if they have not been utilized prior to her separation from employment or death.

(c) Personal Days

The Superintendent shall receive personal days, including bereavement leave, in accordance with board policy 3436.

(d) Holidays

The Superintendent shall be entitled to the following holidays, provided that schools are closed on the days in question:

1. Independence Day

2. Labor Day
3. Columbus Day
4. Veterans Day
5. Election Day
6. Thanksgiving
7. Friday after Thanksgiving
8. Christmas Eve
9. Christmas
10. New Year's Day
11. Martin Luther King's Birthday
12. President's Day
13. Good Friday
14. Memorial Day

If schools are open on any of the holidays, the Superintendent shall not be entitled to a floating holiday.

6. Insurance

The Board shall provide the Superintendent with the same level of medical insurance coverage that other certificated employees in the District receive at the same rate of contribution, if any. In addition, for the period beginning July 1, 2007 to June 30, 2008 only, the Board shall pay the premiums for the disability insurance policy currently in effect for the Superintendent which provides coverage after the Superintendent has been absent from work for ninety (90) consecutive days. The Superintendent shall be permitted to participate, without the payment of any administrative costs, in a section 125 plan created by the Board in accordance with law.

7. Severance Pay

If the Superintendent retires according to the provisions of the Teacher's Pension and Annuity Fund, the Board

shall pay the Superintendent for her accumulated sick days in accordance with the following schedule:

1-200 days	\$50.00 per day
201-300 days	\$55.00 per day

The maximum amount payable shall be fifteen thousand five hundred and 00/100 dollars (\$15,500.00).

Upon the Superintendent's separation from employment with the District, the Board shall pay all accumulated vacation days at a per diem rate consistent with the Superintendent's final annual salary. If the Superintendent dies before the end of the term of this Agreement, payment for accumulated vacation and sick days shall be made to her estate or a designated beneficiary.

8. Professional Development

The Board shall pay the annual dues for the Superintendent's membership in the national, state and county administrators associations. The Superintendent shall be entitled to attend the annual workshop of the New Jersey Association of School Administrators, the national conference for school administrators and the New Jersey School Boards Association fall conference. Attendance at other conferences shall require the prior approval of the Board. Reasonable expenditures for registration, travel, accommodations and food shall be paid by the Board, provided vouchers, together with receipts, are submitted to the Board for approval in accordance with board policy.

9. Expenses

The Board shall pay or reimburse the Superintendent for reasonable expenses to attend meetings sponsored by the New Jersey Department of Education, Learning Resource Center, County Superintendent, New Jersey Association of School Administrators, the New Jersey Schools Boards Association, colleges or commercial enterprises which are attended for the benefit of the school. Membership dues in civic organizations in the Borough of Rutherford and the costs of attending meetings shall also be paid by the Board.

The Superintendent shall be reimbursed for her travel outside of the county to attend meetings and conferences in connection with the performance of her duties at the applicable current Internal Revenue Service mileage rate.

10. Evaluation

The Board shall evaluate the Superintendent at least once a year in accordance with applicable statutory provisions, State Board of Education regulations, board policy and the job description for the position of superintendent of schools. Each evaluation shall be in writing with a copy provided to the Superintendent. The Superintendent and the Board shall meet to discuss the findings of each evaluation. Evaluations shall be based on the goals and objectives of the District, the duties of the Superintendent as set forth in paragraph 4 of this Agreement and such other criteria as prescribed by the Legislature, State Board of Education regulations and board policy.

11. Termination of Agreement

This Agreement may be terminated only for the following reasons:

A. Death

In the event that the Superintendent should predecease the term of this Agreement, this Agreement shall terminate and shall be unenforceable; provided, however, that the Superintendent's estate or designated beneficiary shall be paid for her vacation days and sick days which were accrued by the Superintendent while employed by the Board.

B. Disability

In the event of the Superintendent's disability by illness or incapacity, the Board may terminate this Agreement by written notice to the Superintendent at any time after the Superintendent has exhausted all accumulated unused sick leave, vacation leave and any other leave as may be available and has been absent from her employment for an additional forty-five (45) days. All obligations of the Board shall cease upon such termination.

If a controversy or dispute exists concerning the capacity of the Superintendent to return to her duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine in the State of New Jersey. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall conduct a complete

examination and render a full report on the Superintendent's medical condition.

C. Legal Prohibition

In the event the Superintendent's certification is permanently revoked, all provisions of this Agreement shall automatically terminate. If the Superintendent is lawfully precluded from performing her duties by any judgment, order or direction of any court of competent jurisdiction or the State Board of Education, the State Board of Examiners or the Commissioner of Education, all provisions of this Agreement shall terminate and the Superintendent's employment shall cease.

D. Just Cause

Throughout the terms of this Agreement, the Superintendent shall be subject to dismissal only for inefficiency, unbecoming conduct, incapacity or other just cause in accordance with Title 18A and applicable State Board of Education regulations. Should the Board act to dismiss the Superintendent for just cause, it will act in accordance with the provisions of Title 18A and applicable State Board of Education regulations.

E. Mutual Agreement of the Parties

This Agreement may be terminated by mutual agreement of the parties.

F. Unilateral Termination by the Superintendent

The Superintendent may unilaterally terminate this Agreement by giving the Board written notice of such

termination no less than one hundred twenty (120) days prior to the effective termination date.

12. Renewal Extension

The renewal of this Agreement shall be subject to the provisions of Title 18A and applicable State Board of Education revisions.

If the Board does not notify the Superintendent, in writing, prior to twelve (12) months before the expiration of this Agreement (June 30, 2011), that the Superintendent's employment agreement will not be renewed, it shall be deemed that the Board has renewed this Agreement for an additional five (5) years. The Superintendent shall notify the Board prior to April 30, 2010 of its responsibility.

13. Savings Clause

If during the term of this Agreement it is found a specific clause of this Agreement is illegal, the remainder of the Agreement not affected by such a ruling shall remain in force.

14. Modification

The terms and conditions of this Agreement shall not be modified except by the written consent of both parties hereto.

15. Binding

This Agreement is made for the benefit of both parties hereto and all who succeed to their rights and responsibilities.

16. Representations

The parties represent to each other that they fully understand the terms and conditions of this Agreement and agree to be bound by all of its terms. The Superintendent acknowledges that she has been afforded the opportunity to obtain the advice of an attorney of her own choice prior to executing this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed by the Board President and the

Superintendent on the date written above and the Board Secretary has caused the corporate seal be affixed hereto on same date.

WITNESS:

RUTHERFORD BOARD OF EDUCATION

Robert R. Brown
Board Secretary/Business
Administrator

By: _____
Thom Casadonte
Board President

Dated:

WITNESS:

Leslie A. O'Keefe
Superintendent of Schools

Dated: