

INTERIM SUPERINTENDENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 12th day of May, 2020 by and between the **CLINTON TOWNSHIP BOARD OF EDUCATION**, County of Hunterdon, with offices located at 128 Cokesbury Road, Lebanon, New Jersey 08833 (hereinafter referred to as the "Board"), and Dr. Johanna Ruberto (hereinafter "Dr. Ruberto" or "the Superintendent").

WHEREAS, the Board desires to retain the services of Dr. Ruberto as Interim Superintendent for the District and Dr. Ruberto has agreed to serve in this capacity; and

WHEREAS, the Board and Dr. Ruberto wish to embody in this contract the terms and conditions of their agreement;

NOW, THEREFORE, the Board and Dr. Ruberto, for the consideration herein specified, agree as follows:

I. APPOINTMENT, TERM

The Board hereby appoints Dr. Ruberto to serve as Interim Superintendent until such time as this contract ends or is terminated by either party in accordance with the termination provision contained in Article VI. The term of this contract shall be from July 1, 2020 to June 30, 2021. The parties have the option of renewing this contract for an additional year. Any decision to renew shall be made by June 1, 2021. Any renewal contract shall be subject to the Executive County Superintendent approval.

II. COMPENSATION

The Board shall pay Dr. Ruberto, the sum of \$600.00 per diem for services rendered in District. Compensation will include one sick day per month. Any compensation for work on holidays, away from the District, or on weekends will only be authorized with prior approval of the Board President. Payments shall be made in accordance with the Board's regular payroll. Such payments shall be subject to all applicable deductions, excluding withholding for TPAF.

Dr. Ruberto shall receive no other compensation, benefits (including but not limited to insurance coverage) or any other emoluments of employment, except for mileage reimbursement in accordance with State Regulations and Board Policy and payment for membership in the Hunterdon County School Administrators Association and the New Jersey Association of School Administrators. Anything contained herein to the contrary notwithstanding, Dr. Ruberto hereby agrees to waive any and all claims to life and medical insurance coverage and pension contributions.

III. PROFESSIONAL CERTIFICATION

Throughout the term of this contract, Dr. Ruberto shall hold a valid certificate to act as a Chief School Administrator. Should Dr. Ruberto's certificate become revoked, this contract will be null and void effective upon such revocation.

IV. DUTIES

Dr. Ruberto shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the district. She shall faithfully perform the duties of Superintendent in accordance with the Law of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the positions of Superintendent are incorporated by reference into this contract and shall be followed by Dr. Ruberto.

It is expected that Dr. Ruberto shall work five (5) days per week unless additional days are authorized by the Board President. It is understood that the hours of the work day shall be all those hours ordinarily required to fulfill the professional responsibilities of the position, including attendance at Board meetings and committee meetings when requested by the Board President.

V. BENEFITS, DAYS NOT WORKED

Other than the per diem salary, one paid sick day per month, mileage reimbursement, and association/professional dues, as set forth in Article II of this contract, Dr. Ruberto shall not be entitled to any other benefits or payments, including but not limited to paid leaves of absence, holidays, vacations, medical insurance, pension or other benefits.

VI. TERMINATION

This contract may be terminated by either party for any reason whatsoever by furnishing the other party with written notice forty-five (45) days in advance of such date.

VII. CRIMINAL HISTORY BACKGROUND CHECK

Dr. Ruberto shall obtain a criminal history background check and provide evidence of same to the Board President.

VIII. INDEMNIFICATION

Notwithstanding anything to the contrary herein, the Board agrees that while Dr. Ruberto is performing services to the district under this contract, Dr. Ruberto is entitled to the protection of the indemnification provisions of NJSA 18A:16-6 et seq. and any other applicable statutes in accordance with the terms and conditions set forth in such statutes.

IX. SAVINGS CLAUSE

If, during the term of this contract, it is found that a specific clause of this contract is illegal, the remainder of the contract shall not be affected by such a ruling and shall remain in full force and effect.

X. NEW JERSEY LAW

This contract shall be construed in accordance with New Jersey law.

XI. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

ATTEST:

May 12, 2020

Dated:

CLINTON TOWNSHIP BOARD OF EDUCATION

Lana Brennan
Lana Brennan, Board President

ATTEST:

May 12, 2020

Dated:

Johanna S. Ruberto
Dr. Johanna Ruberto

5/14/2020

Jane Hiale
(Acting Board Secretary)