

INTERIM SUPERINTENDENT CONTRACT

Between: **THE PARSIPPANY-TROY HILLS BOARD OF EDUCATION**, County of Morris, State of New Jersey (hereinafter "Board"), a body corporate and politic with its principal place of business located at 292 Parsippany Road, Parsippany, New Jersey;

and: **Dr. LeRoy Seitz**, an individual residing in the State of New Jersey (hereinafter "Dr. Seitz").

WHEREAS, the Board has the need for a qualified individual to perform the duties of Interim Superintendent during its ongoing search for a permanent employee to the position, and has the authority to make the appointment of a temporary officer in the position pursuant to N.J.S.A. 18A:16-1.1, and Dr. Seitz agrees to serve in that position and continues to hold the requisite certifications and endorsements for such appointment;

NOW THEREFORE in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

1. **Appointment and Term**: Subject to the Executive County Superintendent's approval of this Agreement, the Board hereby appoints Dr. Seitz to the position of Interim Superintendent for the period of December 1, 2015, or as soon thereafter as possible, through June 30, 2016. Dr. Seitz shall continue in this position for the Term of this Agreement subject to the provisions in the Termination Clause in Section 6.

In no event shall the Term of this Agreement commence later than December 14, 2015.

This Agreement may be extended by mutual agreement of the parties for an additional term provided that the aggregate term of the Agreements shall not exceed two (2) calendar years in total. The parties understand and agree that any extension of this Agreement shall be subject to the written and formal approval of the Executive County Superintendent and shall not be enforceable against the Board until the Board's receipt of said approval. Furthermore, any extension of this Agreement shall be made in a signed writing, subject to Board approval.

2. **Salary**: During the Term of this Agreement, the Board agrees to compensate Dr. Seitz at the per diem rate of six hundred and eighty-two dollars (\$682.00) for days actually worked pursuant to the District's 2015-2016 calendar and total compensation will be capped at the maximum salary amount pursuant to N.J.A.C. 6A:23A-1.2.

Dr. Seitz shall be paid through the District's regular payroll procedures at its regular payroll periods. The Board shall make all appropriate tax withholdings on Dr. Seitz' behalf; however, the Board shall not make any withholdings for pension and/or healthcare contributions.

Dr. Seitz will not receive compensation for days not worked except as is specifically provided herein.

3. **Benefits/Days Not Worked:** Except as specifically set forth herein, and except as may otherwise be required by law, Dr. Seitz shall not be entitled to any salary, payments, benefits or reimbursement including but not limited to medical insurance, pension or other benefits, or any paid leave of absences. Any compensation for work on holidays, weekends or at home will only be authorized with prior approval of the Board and payments shall be made in accordance with the Board's regular payroll.

In the event that any court or agency determines that Dr. Seitz or the Board is/are responsible, by virtue of his services to the District under this Agreement or any extension thereof, for any taxes, pension contributions, benefit payments, or reimbursement of any type, Dr. Seitz agrees that he shall bear full responsibility for the payment or repayment of any such amounts. Further, Dr. Seitz shall indemnify and hold the Board harmless for any payments, costs or damages associated with the Board's responsibility hereunder. Excepted from this provision are any penalties imposed by the Internal Revenue Service or State of New Jersey arising out of any inappropriate withholdings which were incurred by virtue of the District's negligent or intentional conduct.

4. **Mileage/Expense Reimbursement:** Dr. Seitz shall be eligible for reimbursement for required expenses for District related business subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations and consistent with Board Policy upon submission and approval of vouchers for same in an amount not to exceed \$3,000.

Dr. Seitz shall utilize his personal cellular phone with an associated data plan during the course of his services with the Board but shall not be reimbursed for any part of the costs associated with this use.

Dr. Seitz shall be provided with a District issued i-Pad or laptop computer, with associated software and hardware which shall be maintained by the Board at its expense.

All property issued by the District to Dr. Seitz shall remain the property of the Board and shall be returned to the Board immediately upon Dr. Seitz' separation from service.

5. **Duties:** In consideration of the employment, salary and benefits established hereby, the Interim Superintendent hereby agrees to perform the duties and responsibilities in said position as are specified in Title 18A of the New Jersey Statutes and all other applicable laws and regulations, as well as in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of the Superintendent and other duties as may be assigned by the Board.

Dr. Seitz accepts the appointment as Interim Superintendent and represents that he will faithfully and fully perform and carry out the duties and responsibilities of said office

throughout the Term of this Agreement, including attendance at all Board/Committee meetings and school affairs as required/requested.

6. **Termination:** This Agreement will terminate upon the expiration of its Term (and upon any extension as agreed upon by the parties). This Agreement and any remaining term of service may be terminated by:
- (i) The Board upon sixty (60) days' written notice to Dr. Seitz;
 - (ii) Dr. Seitz upon sixty (60) days' written notice to the Board President and Board Secretary;
 - (iii) The Board without the previously mentioned notice for substantiated inefficiency, incapacity, unbecoming conduct, or other just cause;
 - (iv) In the event that Dr. Seitz's certificate is revoked, this Agreement shall become null and void as of the effective date of the revocation; or
 - (v) Mutual agreement of the parties.

Dr. Seitz shall be compensated for all days worked up to the date of termination of this Agreement.

7. **Professional Development/Dues:** The Board shall pay the professional membership dues to NJASA, MCASA and AASA attributable to Dr. Seitz' position as the Interim Superintendent during his service in the position.

In the event that the Board determines that it is educationally necessary and financially prudent, the District may request that Dr. Seitz attend seminars, workshops, conferences, roundtables or any other any meeting, and the Board shall be responsible for the associated cost of Dr. Seitz' attendance at such conferences, etc., in an amount not to exceed \$1,000.00. Dr. Seitz' attendance at such conference(s) may not interfere with his duties as Interim Superintendent. Reimbursement for any costs incurred for participating in these events shall be subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Dr. Seitz shall be paid his per diem salary for attending any seminars, workshops, conferences, roundtables or any other meeting provided that these occur during Dr. Seitz' regular work week.

8. **Governing Laws:** This Agreement shall be interpreted, construed and governed according to the laws of the State of New Jersey.
9. **Severability and Waiver:** The validity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Any waiver of any provision in this Agreement shall not be deemed to be a waiver of any other or of a subsequent breach, and shall not be construed to be a modification of the terms of the Agreement.
10. **Indemnification:** Notwithstanding anything to the contrary herein, the Board agrees that while Dr. Seitz is performing services to the District under this Agreement, he 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.

- 11. **Entire Agreement:** The parties agree that this Agreement contains the entire understanding between the parties and that there are no representations, promises, or consideration of any nature whatsoever, except as herein expressed.
- 12. **Evaluation:** The Board shall evaluate the performance of the Interim Superintendent at least once a year, at a time to be established by the Board and the Interim Superintendent. The evaluation shall be in writing with a copy provided to the Interim Superintendent. The evaluation shall be, at a minimum, based on the goals and objectives of the District, and the responsibilities of the Interim Superintendent as set forth in the job description, and such other criteria as may be prescribed.

Dr. Seitz shall not be eligible for any merit bonuses during the Term of this or any subsequent extension of this Agreement.

- 13. **Approval of Contract:** The parties acknowledge that pursuant to N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), the Executive County Superintendent shall review and approve this Agreement prior to final Board action on this Agreement. Such approval is required prior to the Agreement becoming effective. The parties further acknowledge that this Agreement is subject to the approval of the Parsippany-Troy Hills Board of Education. Upon receipt of all necessary approvals, the Board President shall be authorized to sign the Agreement on the Board's behalf.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals this _____ day of _____, 2015.

ATTEST:

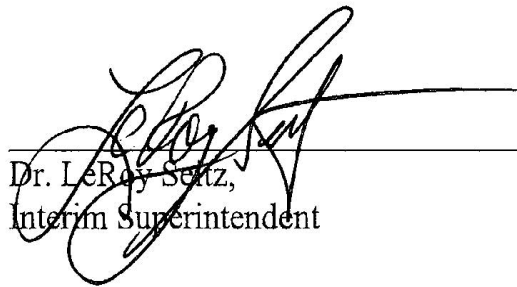
**PARSIPPANY TROY-HILLS
BOARD OF EDUCATION**

David F. Corso, Board Secretary

Frances C. Orthwein, President

**Signed, Sealed and Delivered in
the Presence of:**

Witness



Dr. LeRoy Seitz,
Interim Superintendent

Board Meeting Approval Date: 11-12, 2015