

**APPROVED**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (hereinafter the "Agreement") is entered into this 23 day of May, 2022, by and between DR. LEONARD D. FITTS, residing at 50 Cove Road, Moorestown, New Jersey 08057 (hereinafter the "Interim Superintendent"), and the RIDGEWOOD BOARD OF EDUCATION, which has offices located at 49 Cottage Place, Ridgewood, New Jersey 07450 (hereinafter the "Board").

**WITNESSETH:**

**WHEREAS**, the Ridgewood Board of Education requires the assistance of an experienced individual to serve as Interim Superintendent of Schools from July 1, 2022 to June 30, 2023; and

**WHEREAS**, the Board is desirous of appointing Dr. Leonard D. Fitts to perform the duties of Interim Superintendent of Schools; and

**WHEREAS**, the Interim Superintendent is desirous of providing services to the Board; and

**WHEREAS**, the parties are desirous of memorializing the terms of the parties' agreement;

**NOW, THEREFORE**, based upon the mutual promises and covenants contained herein, the sufficiency of which is expressly acknowledged by the parties, the parties agree as follows:

**I. EMPLOYMENT**

The Board agrees to employ and utilize the services of the Interim Superintendent and the Interim Superintendent agrees to provide professional services to the Ridgewood Public Schools District to the best of his ability and to faithfully perform, on an interim basis, the duties required by applicable statute and by the State Board of Education and other agencies, and the bylaws, policies, and regulations of the Board. No person shall perform such services and duties other than the Interim Superintendent.

**II. PROFESSIONAL CERTIFICATION**

The Interim Superintendent shall possess the required certification as School Administrator and Supervisor issued by the New Jersey State Board of Examiners and affirms that said certifications are now and shall remain in full force and effect throughout the term of this Agreement. In the case that the certification is revoked, this Agreement shall be null and void as of the date of such revocation.

**III. DATE OF SERVICE**

The Interim Superintendent shall provide services to the Board from July 1, 2022 and ending June 30, 2023, unless mutually extended or terminated by the parties, or unless the Board fills the vacancy in the position of Superintendent of Schools, or except as provided in Paragraph 9, herein. The Interim Superintendent shall work five (5) days per week. The Interim

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Superintendent shall also be available to the Board at mutually agreeable times on an as-needed basis.

#### **IV. PAYMENT**

For services rendered pursuant to this Agreement, the Board shall pay the Interim Superintendent at a per diem rate of \$860.00 for days actually worked, in accordance with the schedule of salary payments applicable to other employees and payable in monthly installments in accordance with the Board's payroll schedule as an employee and not be voucher. A "day" shall be defined as eight (8) hours during a normal business day. If the Interim Superintendent works partial days, he shall be paid a prorated amount for the hours actually worked at the hourly rate of \$107.50 per hour. Notwithstanding anything contained herein to the contrary, in the event that the Interim Superintendent works less than four (4) full hours but more than one (1) full hour in any day, he shall be paid for a half (1/2) day. There shall not be any additional compensation for services rendered in excess of eight (8) hours per day, unless the Interim Superintendent attends evening Board and/or Committee meetings in excess of four (4) meetings per month. The Interim Superintendent shall be paid his hourly rate for any Board meetings in excess of four (4) per month.

#### **V. EVENING MEETINGS**

The Interim Superintendent shall attend evening Board meetings not to exceed four (4) evenings per month when requested by the Board (through the Board President). It is understood that there may be more than one (1) meeting per evening and that an Executive Session Meeting Following by the Public Session the same evening shall constitute one (1) meeting. There shall be no additional compensation for attending meetings on the above-referenced four (4) evenings. If the Interim Superintendent is required to attend for more than four (4) evenings, he shall be paid on a prorated basis for the additional hours actually worked according to the calculation set forth in Paragraph 4 herein.

#### **VI. DUTIES**

The Interim Superintendent shall, as Interim Superintendent of Schools, serve as the temporary Chief School Administrator of the Board and of the Ridgewood Public School District. The Interim Superintendent shall be vested with such duties and responsibilities as are specified in Title 18A of the New Jersey Statutes and all other applicable laws and regulations, and in accordance with all Board policies, administrative regulations, and job descriptions pertaining to the functions, responsibilities, power, and authority of those positions.

#### **VII. BENEFITS**

The Interim Superintendent shall not be entitled to any employment benefits, including, but not limited to, paid sick leave, leaves of absence, holidays, vacation leave, medical insurance, pension, or other benefits except as specifically provided for in this Agreement and the per diem payment he is entitled to pursuant to Paragraph 4 herein. The Interim Superintendent acknowledges that he is already receiving state-provided health benefits and is not entitled to such benefits through or from the Board.

#### **VIII. TELEPHONE CONTACT AVAILABILITY**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

The Interim Superintendent shall provide the Board President with telephone numbers for the purpose of communication during non-Board office hours and on days when the Interim Superintendent is not working for the Board to discuss Board-related business.

#### **IX. TERMINATION**

This Agreement may be terminated by either party providing the other with thirty (30) calendar days' written notice of a termination date. Notice shall be personally served or sent to the Interim Superintendent at the address set forth on Page One of this Agreement by mail. Notice shall be deemed effective upon mailing. In the event of such termination, the Interim Superintendent shall be compensated for services rendered through and including the date of termination.

#### **X. SEVERABILITY**

In the event that any provision of this Agreement is deemed to be illegal or unenforceable by a court or agency of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **XI. PROFESSIONAL MEMBERSHIPS**

The Board shall pay for the Interim Superintendent's membership in the Bergen County Association of School Administrators and the New Jersey Association of School Administrators at the Interim Superintendent rate.

#### **XII. INDEMNIFICATION**

Anything contained herein to the contrary notwithstanding, the Board agrees that while the Interim Superintendent is providing services to the Board pursuant to this Agreement, the Interim Superintendent is entitled to the protection of the indemnification provisions of N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1 and any other applicable New Jersey statutes, in accordance with and subject to the terms and conditions set forth in such statutes. The Interim Superintendent agrees to cooperate fully and to assist the Board with its defense of any actions against him and/or the Board.

#### **XIII. MODIFICATION**

This Agreement contains the entire agreement between the parties. The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Agreement. This Agreement will be in full force and effect until a successor agreement has been completely negotiated.

#### **XIV. REVOCATION**

The parties hereto agree that in the event that the Interim Superintendent's certification is permanently revoked, all provisions of this Agreement shall be null and void as of the date of the revocation, and if the Interim Superintendent is lawfully precluded from performing his duties by any judgment, order, or directive of any court of competent jurisdiction or by the Commissioner of Education, all provisions of this Agreement shall terminate and the Interim Superintendent's employment shall cease.

**XV. SAVINGS CLAUSE**

If, during the term of this Agreement, it is found that a specific provision of the Agreement is contrary to federal or state law, the remainder of this Agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Agreement and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

**XVI. CRIMINAL HISTORY CHECK**

The Interim Superintendent shall be subject to a criminal history record check as set forth under N.J.S.A. 18A:6-7.1 to 7.5, shall bear the cost for the criminal history record check, and shall furnish the Board with verification of same. The Interim Superintendent shall also be subject to employment verification in accordance with N.J.S.A. 18A:6-7.7, et seq.

BOARD OF EDUCATION

  
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Scott T. Bisig, Board Secretary

Date: 5/23/2022

  
\_\_\_\_\_  
Hyunju Kwak, Board President

Date: 5/23/2022

INTERIM SUPERINTENDENT

  
\_\_\_\_\_  
Dr. Leonard D. Fitts

Date: 5/23/2022