

EMPLOYMENT CONTRACT

THIS AGREEMENT, (“Agreement” or “Contract”), made this day of

BETWEEN the CITY OF SUMMIT BOARD OF EDUCATION having offices at 14 Beekman Terrace, Summit, New Jersey 07901 (hereinafter the “Board”);

AND NATHAN PARKER, who resides at 825 West End Avenue, Apt I 2G; New York, New York 10025 (hereinafter “Superintendent”).

WITNESSETH:

WHEREAS, the Board desires to employ Superintendent as Superintendent of Schools for the City of Summit (sometimes referred to as the “District”), and Superintendent desires to be employed as Superintendent of Schools for the District; and

WHEREAS, 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 has approved a motion at a meeting held on ~~XX~~, approving the Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

[Remainder of page intentionally left blank]

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ, and the Superintendent hereby accepts employment as, Superintendent of Schools for a three (3) year, (11) month and (XX) day term commencing ~~XX~~, 2008, and ending July 1, 2012.

ARTICLE II

CERTIFICATIONS AND RESPONSIBILITIES

In consideration of the employment, salary and benefits established hereby, Superintendent agrees to the following:

A. Certification: The parties agree that this contract is valid if and only if the Superintendent continues to hold a valid school administrator certificate issued by the New Jersey Department of Education for the position of Superintendent of Schools. In the event the Superintendent's certification is revoked, the contract becomes null and void as of the date of revocation in accordance with P.L.2007 c.53, (School District Accountability Act). The Superintendent further agrees to comply with all other statutory and regulatory requirements respecting the employment of a Superintendent.

B. Responsibilities: The Superintendent agrees to faithfully perform the duties and responsibilities of Superintendent of Schools and to serve as Chief School Administrator for the District, all in accordance with the then current laws and regulations of the federal government, the state of New Jersey, the rules and regulations adopted by the State Board of Education, and the existing Board Policies, all as may be

amended from time to time during the term of this Agreement. The specific job description adopted by the Board and applicable to the position of Superintendent of Schools, is attached hereto as Exhibit A which is hereby incorporated by reference into this Agreement.

The Superintendent agrees to devote his full time, skills, labor and attention to this employment and fulfilling the needs of the District, during the term of this Contract.

The Board and Superintendent shall endeavor in good faith to refer to each other any substantive criticism, complaints, and suggestions concerning the operation and management of the District called to their attention.

ARTICLE III

SALARY

The Board shall pay the Superintendent an annual salary during the period July ~~XX~~, 2008, through July 1, 2009 of [\$210,000.00 - \$220,000.00 currently in negotiation], pro-rated to the Superintendent's starting date. This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments then in effect for other certified employees of the District .

The Board shall review the Superintendent's salary in connection with the Superintendent's annual evaluation, scheduled for completion on April 30th of each year. In connection with such evaluation process, the Board shall, in its discretion, consider a salary increase for the subsequent school year based on merit and the Superintendent's performance. Any such increase shall, in no event, exceed 4% or the then current statutory limits imposed on the District's budget increases. Such increase, if any, shall be

approved at the Board's regular meeting in June and shall be effective on July 2 of such year.

Nothing herein shall limit the Board's authority under Chapter 29 of the New Jersey School Laws, including but not limited to N.J.S.A. 18A:29-4 and 18A:29-14 (concerning withholding of increments).

ARTICLE IV

BENEFITS

A. Medical and Dental Insurance Coverage. The Board shall provide the Superintendent with individual or family medical and dental health-benefits-coverage in accordance with the managed care provisions of the then current policy in effect for the District's certified staff. The Board will pay 80% of the premium costs for all such coverage, with the remainder of the premium paid by the Superintendent through payroll deduction.

B. Sick Days: The Superintendent shall receive pay for (10) sick days annually during the first term of this Agreement. In the event this Agreement is renewed for an additional (3) year term (as provided in Article X below), the Superintendent shall receive an additional (10) sick days annually (for a total of 20 sick days annually). Any days remaining from the first (10) days at the end of the year may be accumulated. Correspondingly, no more than (10) sick days may be accumulated in any one year in accordance with the provisions of N.J.S.A 18A:30-7. Sick days shall be charged first to the annual allowance until fully utilized, and thereafter to the accumulated credit.

C. Illness in Family. The Superintendent may take up to (5) days with pay in each school year for absence due to serious illness of any relative living in the Superintendent's immediate household, or of a relative for whom the Superintendent is responsible, which illness reasonably requires the presence of the Superintendent.

D. Absence Due to Death. Absence because of a death in the Superintendent's immediate family shall be allowed with full pay for a period not exceeding (5) days in each case. The term "immediate family" shall mean the Superintendent's spouse and the children, parents, grandparents, brothers and sisters of the Superintendent and his spouse.

E. Personal Days. Absence for personal reasons shall be allowed with full pay when the absence is necessitated by unexpected and/or exigent personal matters which are impossible to accomplish outside of school hours. Such personal leave may not be taken for matters of convenience, entertainment, recreation, shopping, personal travel, college visitation, attendance at class reunions, to accompany a spouse on a business trip or weddings of persons not members of the immediate family as defined in D above.

F. Holidays. The following holidays shall be observed with pay. The date for observance of each holiday will be set annually by the Board:

- (1) *Independence Day*, (2) *Labor Day*, (3) *Thanksgiving Day*, (4) *Thanksgiving Friday*, (5) *Christmas Eve*, (6) *Christmas Day*, (7) *New Years Day*, (8) *Martin Luther King Day*, (9) *President's Day*, (10) *Good Friday*, (11) *Memorial Day*, (12) *Designated Holiday*

In addition, holidays may include $\frac{1}{2}$ day before *Christmas Eve* and $\frac{1}{2}$ day before *Thanksgiving* but only if reflected in the then current school calendar.

G. Vacations. The Superintendent shall accrue and be entitled to vacation in accordance with the following schedule:

Less than one year of service:	2 school days per month
Completed one year of service, but less than 10 years of service:	25 school days per year
Completed 10 years of service but less than 15 years of services:	27 school days per year
Completed 15 years of service or more:	30 school days per year.

The term "service" shall mean Superintendent's service as a full time Superintendent. In the event the Superintendent does not complete employment for the Contract year, the entitlement to vacation shall be pro-rated.

The Superintendent shall take vacation time during periods when school is not in session, including scheduled school breaks. The Superintendent shall give the Board reasonable notice of his intent to take vacation time. Vacation time may not be scheduled to conflict with regularly scheduled Board meetings without approval of the Board President. Vacation days may not be carried over from year to year, but must be used in the Contract year in which they are accrued.

H. Professional Growth, Memberships and Associations. The Superintendent may spend certain working days per year as an attendee or participant at professional meetings, institutes or conventions. The Superintendent shall give prior notice to the Board President prior to attendance or participation at such events. The Superintendent shall refrain from taking professional time to the extent it may interfere with the Superintendent's primary responsibility to directly administer the District. The Superintendent shall use his best discretion in this regard. The Board reserves the right to

review the exercise of such discretion in the context of its annual evaluations of the Superintendent.

The Board shall reimburse Superintendent for professional and membership dues for the following professional associations: [List associations] and/or other organizations required by the Board. The Superintendent shall also be entitled to reimbursement for expenses incurred for attendance at professional conferences as budgeted and approved by the Board and similar expenses which may be incurred while discharging the duties of Superintendent. Such reimbursement shall conform to the requirements of N.J.S.A. 18A:11-12. In addition, the Board may pay membership fees in such other professional groups, and subscription fees for publications, as the Superintendent deems appropriate for the Superintendent to maintain or improve his professional skills, subject to approval by the Board.

I. Reimbursement for Job-Related Expenses. The Board will reimburse the Superintendent, as authorized by law, for all reasonable expenses incurred in the course of performance of his duties as Superintendent of Schools, including the use of his automobile for school business, at the same rate and on the same basis as paid to other school employees.

ARTICLE V

MEDICAL EXAMINATION

A. The Superintendent shall undergo a physical examination at the time of employment and at least once in every year pursuant to N.J.S.A. 18A:16-2 and N.J.S.A. 18A:16-3, the scope of which shall be determined under rules of the State Board of

Education. Such examination may be made by a physician or institution of the Superintendent's choosing and the cost thereof and all necessary laboratory tests and fluoroscopic or x-ray procedures shall be borne by the Board up to a maximum of \$500.00 to the extent that the costs for such examination and testing exceed the amounts covered under the Superintendent's medical insurance.

B. Disability of the Superintendent. In the event of disability by illness or incapacity after the Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination to be performed by a physician licensed to practice medicine. 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 limit his report to those factors which may prohibit the Superintendent's performance of his duties.

ARTICLE VI

EVALUATION

The Superintendent shall be evaluated by the Board no less than annually in accordance with statutes, regulations and Board policy relating to such evaluation. Each annual evaluation shall be in writing, a copy shall be provided to the Superintendent and the Board and the Superintendent shall meet to review and discuss the Board's findings. The timing of the evaluation, the form of evaluation instrument, procedure, criteria etc.

regarding the Superintendent's evaluation shall be established by the parties in accordance with the law and more particularly the provisions of N.J.A.C. 6:3-2.2. As required by law the annual evaluation will be completed no later than April 30th.

ARTICLE VII

RETIREMENT

If the Superintendent serves in the District in accordance with this Contract (including all laws and regulations), for a period of (10) years, and, at the time of retirement, has unused accumulated sick leave the Board will pay to the Superintendent at retirement an amount equal to the number of sick days, times \$125.00, not to exceed \$15,000.00. The payment will be payable in a lump sum no later than January 15th of the school year following his retirement. This payment shall not be considered as part of the Superintendent's salary, for the purpose of calculating the Superintendent's pension.

ARTICLE VIII

PROFESSIONAL LIABILITY

A. The Board agrees that it shall hold harmless and protect the Superintendent from financial loss resulting from any civil action brought against him, in either his individual capacity or his official capacity, for any act or omission arising out of and in the course of Superintendent's good faith performance within the scope of his duties pursuant to this Contract, and the Board shall defray the costs of defending any such action, including reasonable counsel fees and expenses, together with costs of appeal if

any. The Board shall arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

B. If there is a conflict of interest between the Superintendent and the Board regarding the defense to such claim, the Superintendent may engage separate counsel, in which event the Board shall pay the costs of such separate counsel as permitted by state law.

ARTICLE IX

TERMINATION AND NON-RENEWAL

A. This Contract shall terminate under any one of the following circumstances:

- (1) Superintendent's failure to obtain, or revocation or suspension of, proper certification.
- (2) Forfeiture for conviction under N.J.S.A. 2C:51-2;
- (3) Mutual agreement of the parties;
- (4) Notification in writing by the Board to the Superintendent, at least (1) year prior to the expiration date of this Contract, of the Board's intent not to renew this Contract;
- (5) Notification in writing by the Superintendent to the Board, at least (270) days prior to the expiration date of this Contract, of the Superintendent's intent not to renew this Contract;
- (6) Misrepresentation of employment history, education and/or professional credential, and criminal background;

(7) The Board, upon a finding of inefficiency, incapacity or conduct unbecoming a superintendent, or other just cause, in the manner provided in N.J.S.A. 18A:6-10 et seq. and 18A 17-20.2.

(8) The Board, if the Superintendent has been absent due to illness or incapacity for (190) business days in the aggregate in any (12) month period;

(9) Regionalization, consolidation or a change to the formation of the District.

B. In the event the Superintendent is arrested and charged with a criminal offense which could result in forfeiture under N.J.S.A. 2C:51-2, the Board reserves the right to suspend the Superintendent, without pay, pending resolution of such charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension of the Superintendent under N.J.S.A. 18A:6-8.3 and applicable case law.

D. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized herein and as authorized by N.J.S.A. 18A:17-20.2; provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of contractual duties whenever, in its sole judgment such termination is deemed to be in the best interest of the District or as provided in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay salary and benefits for the duration of the term. The Parties understand that any such early termination must comply with the notice provision of P.S. 2007, c.53, the School District Accountability Act. Upon such termination, the Superintendent's salary and medical insurance benefits (but no other benefits) will continue for the full duration of the contract. In the event that the Board exercises a termination option, it shall be at the option of the Board whether or not the Superintendent shall continue to perform his duties for the duration of the

Contract. If relieved of his duties under such termination option, it is understood and agreed that the Superintendent shall make reasonable efforts to obtain substitute employment. Any salary and insurance benefits received in substitute or other employment during the remaining Contract period shall constitute a set-off against such payments otherwise owed by the Board to the Superintendent. The Board may require the Superintendent to supply proof of his reasonable efforts and/or substitute earnings.

ARTICLE X

RENEWAL/EXTENSION OF THE AGREEMENT

Unless terminated as provided in Article X above, the Board shall give the Superintendent notice (1) year prior to the expiration date of this Agreement whether the Board elects to renew this Agreement, in which case this Agreement shall renew for an additional (4) year term ending July 1, 2016; or whether the Board elects to extend this Agreement, in which case this Agreement shall be extended for an additional (1) year period ending July 1, 2013. The Agreement shall thereafter be renewed, or extended unless the Superintendent provides written notice at least (270) days prior to the expiration date of this Agreement of his intent that the Agreement terminate at the expiration of the term. In either case, the Board's notice to the Superintendent shall include a salary offer for the renewal or extension term.

ARTICLE XI

MODIFICATION OF CONTRACT TERMS

The terms and conditions of the Contract may be modified only by written consent of the parties, and the consent of the Board must be reflected by resolution adopted at a public meeting.

ARTICLE XII

COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by the written agreement of the parties.

ARTICLE XIII

CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall prevail.

ARTICLE XIV

SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal under federal or state law, the remainder of the Employment Contract not affected by such a ruling shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed and their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST:

CITY OF SUMMIT
BOARD OF EDUCATION

By: _____
Louis J. Pepe, Secretary

By: _____
Patricia Calhoun, President

WITNESS:

SUPERINTENDENT

By: _____

By: _____
Nathan Parker, EdD

EMPLOYMENT CONTRACT

THIS AGREEMENT, made this 16 day of May, 2006

BETWEEN the CITY OF SUMMIT BOARD OF EDUCATION having offices at 90 Maple Street, Summit, New Jersey 07901 (hereinafter the "Board");

AND CAROLYN R. DEACON, who resides at 21 Middle Way, Summit, New Jersey 07901 (hereinafter "Superintendent").

WITNESSETH:

WHEREAS, the Board desires to employ Superintendent as Superintendent of Schools and Superintendent desires to be employed as Superintendent of Schools; and

WHEREAS, 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 and Superintendent previously entered into an employment contract commencing on July 1, 2004 and ending December 31, 2007; and

WHEREAS, the Board and Superintendent have mutually agreed to terminate the said contract and enter into a new contract; and

WHEREAS, the Board has approved a motion at their regular meeting held on April 20, 2006, approving the within employment agreement;

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties, and the rendering of the services by Superintendent as stated herein, the parties hereto agree as follows:

ARTICLE I

EMPLOYMENT

A. The Board and Superintendent agree to terminate a certain employment agreement between each other, waiving any notice provision each may have to the other, for the term July 1, 2004 through December 31, 2007.

B. The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a three (3) year term commencing retroactively to July 1, 2005, and ending June 30, 2008.

ARTICLE II

CERTIFICATIONS AND RESPONSIBILITIES

In consideration of the employment, salary and fringe benefits established hereby, Superintendent agrees to the following:

A. Certification: The parties agree that this contract is valid if and only if the Superintendent continues to hold a valid school administrator certificate issued by the New Jersey Department of Education for the position of Superintendent of Schools. The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

B. Responsibilities: The Superintendent agrees to faithfully perform the duties and responsibilities of Superintendent of Schools for the Board and to serve as Chief School Administrator in accordance with the laws of the State of New Jersey, the Rules and Regulations adopted by the State Board of Education, existing Board Policies, and

those 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 by reference into this contract, and shall be followed by Superintendent.

The Superintendent agrees to devote her full time, skills, labor and attention to this employment during the term of this contract.

The Board and Superintendent shall endeavor in good faith to refer to each other any substantive criticism, complaints, and suggestions concerning the operation and management of the district called to their attention.

ARTICLE III

PROFESSIONAL GROWTH, MEMBERSHIPS AND ASSOCIATIONS

The parties recognize that the opportunity for professional growth is mutually beneficial to the school district and the Superintendent. In recognition thereof, the parties agree that the Superintendent may spend certain working days per year as an attendee or participant at professional meetings, institutes or conventions. No prior Board approval shall be required for attendance or participation at such events, but professional time shall not be taken to the extent it interferes with the Superintendent's primary responsibility to directly administer the school district. The Superintendent shall use her discretion in this regard. The Board reserves the right to review the exercise of such discretion in the context of its periodic evaluations of the Superintendent. The Superintendent shall periodically report to the Board regarding each meeting, institute or convention attended or conducted. The Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, and shall pay all reasonable travel, registration and sustenance expenses associated with these activities. The Board shall pay the

Superintendent's membership fees for the American Association of School Administrators, the Association for Supervision and Curriculum Development, Suburban School Superintendents and the New Jersey Association of School Administrators. In addition, the Board shall pay membership fees in such other professional groups as the Board and the Superintendent deem appropriate for the Superintendent to maintain or improve her professional skills.

ARTICLE IV

SALARY

The Board shall pay the Superintendent an annual salary during the period July 1, 2005, through June 30, 2006, of \$190,000. This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. The Superintendent's annual salary for the remaining two years of the Employment Contract shall be as follows:

July 1, 2006 to June 30, 2007	\$197,000
July 1, 2007 to June 30, 2008	\$205,000

ARTICLE V

BENEFITS

A. General: The Superintendent will receive the same medical and dental coverage, vacation time, holidays and sick leave benefits as those provided to principals in accordance with the negotiated agreement between the Board and the Summit Principals Association("SPA") and/or as stated in the written policies of the Board applicable to such principals. In the event that the term of the Board's agreement with

the SPA expires prior to the expiration of this agreement, the medical and dental coverage, vacation time, holidays and sick leave benefits provided herein will remain in effect until a new agreement with the SPA is executed. In no event shall the Superintendent's benefits be decreased during the term of this contract.

B. Reimbursement for job-related expenses: The Board will reimburse the Employee in full for all reasonable expenses incurred in the course of performance of his duties as Superintendent of Schools, including the use of his automobile for school business at the same rate as paid to other school employees.

ARTICLE VI

RETIREMENT

If the Superintendent serves the full term of her Contract and has unused accumulated sick leave as of the end of the school year in which she retires, the Board will pay to the Superintendent at retirement an amount not to exceed \$10,000.00 to be calculated using the formula in use at that time to calculate payments to retiring principals. The payment will be payable in a lump sum no later than January 15th of the school year following her retirement. This payment is not part of pensionable salary.

ARTICLE VII

PROFESSIONAL LIABILITY

A. The Board agrees that it shall hold harmless and protect the Superintendent from financial loss resulting from any civil action brought against her, in either her individual capacity or her official capacity, for any act or omission arising out of and in

the course of Superintendent's performance of her duties pursuant to this Employment Contract; and the Board shall defray the costs of defending any such action, including reasonable counsel fees and expenses, together with costs of appeal if any. The Board shall arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

B. If there is a conflict of interest between the Superintendent and the Board regarding the defense to such claim, the Superintendent may engage separate counsel, in which event the Board shall pay the costs of such separate counsel as permitted by state law.

ARTICLE VIII

MEDICAL EXAMINATION

A. The Superintendent shall undergo a physical examination at the time of employment and at least once in every year pursuant to N.J.S.A. 18A:16-2 and N.J.S.A. 18A:16-3, the scope of which shall be determined under rules of the State Board of Education. Such examination may be made by a physician or institution of the Superintendent's choosing and the cost thereof and all necessary laboratory tests and fluoroscopic or x-ray procedures shall be borne by the Board up to a maximum of \$500.00.

B. Disability of the Superintendent: In the event of disability by illness or incapacity after the Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of her duties. If a question 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 physician licensed to practice medicine. 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 limit his report to those factors which may prohibit the Superintendent's performance of his duties.

ARTICLE IX

EVALUATION

Superintendent shall be evaluated by the Board no less than annually during the life of this Contract. The timing of the evaluation, the form of evaluation instrument, procedure, etc. regarding evaluations shall be established by the parties in accordance with the law and more particularly the provisions of N.J.A.C. 6:3-2.2 within ninety (90) days of the first day of Superintendent's employment as Superintendent of Schools. As required by law the annual evaluation will be completed no later than April 30th.

ARTICLE X

RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT

At the conclusion of the term of this Employment Contract, the Employment Contract shall be deemed renewed for an additional three year term ending June 30, 2011, unless either (a) the parties agree to a different term or (b) at least one year prior to the expiration date (or such shorter period as may be permitted by New Jersey law applicable at that time, but not less than nine months), the Board shall have notified the

Superintendent in writing that she will not be reappointed at the end of the current term, or (c) the Superintendent shall have notified the Board in writing at least 180 days in advance of the expiration date that she does not wish to renew the Employment Contract. The salary for the periods July 1, 2008, through June 30, 2009, July 1, 2009, through June 30, 2010, and July 1, 2010, through June 30, 2011, shall be negotiated by the parties no later than January 1, 2008.

ARTICLE XI

MODIFICATION OF CONTRACT TERMS

The terms and conditions of the Contract may be modified only by written consent of the parties, and the consent of the Board must be reflected by resolution adopted at a public meeting.

ARTICLE XII

TERMINATION AND NON-RENEWAL

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. The Superintendent, upon 180 days advance written notice to the Board, or
- C. The Board, upon a finding of inefficiency, incapacity or conduct unbecoming a superintendent or other just cause, in the manner provided in N.J.S.A. 18A:6-10 et seq. and 18A 17-20.2.
- D. The Board, if the Superintendent has been absent due to illness or incapacity for 190 business days in the aggregate in any 12 month period;

E. The Board, whenever, in its sole judgment, such termination is deemed to be in the best interest of the district. Upon such termination, the Superintendent's salary and insurance benefits (but no other benefits) will continue for the full duration of the contract. In the event that Board exercises a termination option, it shall be optional with the Board whether or not the Superintendent shall continue to perform her duties for the duration of the contract. If relieved of her duties under such termination option, it is understood and agreed that the Superintendent shall make reasonable efforts to obtain substitute employment. Any salary and insurance benefits received in substitute or other employment during the remaining contract period shall constitute a set-off against such payments otherwise owed by the Board to the Superintendent. The Board may require the Superintendent to supply proof of her reasonable efforts and/or substitute earnings.

In the event the Superintendent is arrested and charged with a criminal offense the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, after indictment. In the event such suspension is without pay, the Superintendent shall be entitled to full back pay if she is not convicted of such criminal charge. If she is convicted of such criminal offense, anything to the contrary notwithstanding, the Board shall have the option, in its sole discretion, to terminate this contract, in which event neither party shall have any further obligation to the other.

ARTICLE XIII

COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by the written agreement of the parties.

ARTICLE XIV

CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall prevail.

ARTICLE XV

SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal under federal or state law, the remainder of the Employment Contract not affected by such a ruling shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed and their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST:

CITY OF SUMMIT
BOARD OF EDUCATION


By: 
Paul E. Griggs, Secretary

By: 
Harry R. Olsen, President

WITNESS:

SUPERINTENDENT

By: 

By: 
Carolyn R. Deacon