

ASSISTANT SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
THE BOARD OF EDUCATION OF
THE TOWNSHIP OF NUTLEY
AND
MARIANA FRANCIOSO

THIS AGREEMENT, made this _____ day of _____, 2010, by and between The Board of Education of the Township of Nutley, (hereinafter referred to as "Board") with principal offices at 375 Bloomfield Avenue, Nutley, New Jersey and Mariana Francioso (hereinafter referred to as "Assistant Superintendent").

WHEREAS, the Board desires to employ the Assistant Superintendent as its Assistant Superintendent of Schools for a one (1) year period, commencing on **July 1, 2009** and ending on **June 30, 2010**; and

WHEREAS, the Assistant Superintendent desires to be so employed; and

WHEREAS, the Assistant 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;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

1. **TERM.** The Board hereby agrees to employ and the Assistant Superintendent hereby agrees to accept employment as Assistant Superintendent of Schools for a one (1) year period, commencing on **July 1, 2009** and ending on **June 30, 2010**.

2. **CERTIFICATION.** The Assistant Superintendent shall hold the appropriate Administrators' Certification prescribed by the New Jersey State Board of Education and will continue to hold the appropriate Administrators' Certification in full force and effect during the

entire period of employment. In the event her Administrators' Certification is revoked this contract shall become null and void.

3. **DUTIES.** In consideration of the employment salary and fringe benefits established hereby, the Assistant Superintendent hereby agrees to the following:

A. To faithfully perform the duties of Assistant Superintendent of Schools for the Board and to serve as the Assistant Superintendent in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing board policies and those which are adopted by the board in the future. The specific job description adopted by the Board, applicable to the position of Assistant Superintendent of Schools, is incorporated by reference into the contract.

B. To devote her full time, skills, labor and attention to this employment during the term of this contract and further agrees not to undertake consultative work, speaking engagements, writing, lecturing or other professional duties for compensation without permission of the Board. The Assistant Superintendent shall notify the Superintendent in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this contract governing time off. The board recognizes that the demands of the Assistant Superintendent's position require her to work long and irregular hours.

C. To suggest, from time to time, regulations, rules, policies and procedures deemed necessary for compliance with law and/or for the well being of the School District.

D. To perform all duties incident to the Office of the Assistant Superintendent and such other duties as may be prescribed by the Board from time to time.

4. **COMPENSATION.** The Board shall pay the Assistant Superintendent a yearly base salary of \$159,000.00 for the period of time from July 1, 2009 through June 30, 2010, which is the same yearly salary the Assistant Superintendent received for her previous one year Contract, which ran from July 1, 2008 through June 30, 2009.

5. **MEDICAL AND OTHER INSURANCE BENEFITS**

A. The Board shall provide the Assistant Superintendent and dependents health insurance furnished by the existing carrier, which is the traditional medical plan offered by Horizon and the Horizon Dental Coverage, together with single covered for the prescription plan, subject to the provisions of PL 2010, Chapter 2, which requires the employee to contribute 1.5% of her base salary toward health benefits coverage after May 21, 2010.

6. **MEMBERSHIP FEES AND WORKSHOPS.** The Assistant Superintendent shall be entitled to an allowance at the Board's expense for professional dues for the following professional associations: NJASA and AASA. The Assistant Superintendent may hold additional membership in other organizations as budgeted. The Assistant Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences as stipulated by the OMB Regulations (Memorandum based on N.J.S.A. 18A:11-12) and travel and meal regulations as promulgated by the New Jersey Office of Management and Budget.

7. **MILEAGE REIMBURSEMENT.** The Board shall reimburse the Assistant Superintendent for mileage as stipulated by the OMB regulations (memorandum based on N.J.S.A. 18A:11-12) and travel and meal regulations as promulgated by the New Jersey Office of Management and Budget.

8. **SICK LEAVE.** The Assistant Superintendent shall be allowed 15 days sick leave annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement the Assistant Superintendent shall be reimbursed for unused and accumulated sick days at the rate of \$125.00 per day up to a maximum of \$15,000.00 for all days accumulated pursuant to N.J.S.A. 18A:30-35. Any unused sick days accrued prior to the enactment of PL 207 Chapter 92 (June 8, 2007) shall not be subject to the \$15,000.00 maximum and shall be payable to the Assistant Superintendent pursuant to the terms of the Collective Bargaining Agreements in effect at the time she served as a teacher and principal in the district. The Board shall have the option to pay this reimbursement of unused accumulated sick days over a three (3) year period.

9. **PERSONAL DAYS.** The Assistant Superintendent shall be entitled to five (5) personal days to attend to personal business during the school day, with full pay during the work year. As much advance notice as possible of the request to take personal days, will be given. Personal day usage shall be reflected on time off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

10. **VACATION DAYS.**

A. The Assistant Superintendent shall be entitled to an annual vacation of twenty-five (25) working days per year.

B. The Assistant Superintendent shall take her vacation time during periods when school is not in session, including Winter break and Spring break and only after giving the Board President reasonable notice, which shall be no less than four weeks notice. School vacations do not constitute time off for the Assistant Superintendent, unless she uses her leave time. The Assistant Superintendent may take vacation days during the school year, with the

permission of the Superintendent as single days, half days, or in the event of an emergency. If the Assistant Superintendent wishes to take more than two (2) consecutive vacation days during periods when school is in session, she shall request permission from the Superintendent no less than four weeks prior to the date such vacation is proposed to commence. The Assistant Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district.

C. The Board encourages the Assistant Superintendent to take her full vacation allotment each year. Any unused vacation days can be carried into the next year only pursuant to N.J.S.A. 18A:30-9. All days carried over must be used in the next year or those days not taken will be forfeited.

D. In the event that her contract is terminated prior to its expiration, unused vacation time (for the year of termination only) shall be paid on a pro-rated basis of two (2) days accrued per month. In the event this contract is not renewed, earned but unused vacation time will be paid at the Assistant Superintendent's daily rate of pay following her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the board reserves the right to require the Assistant Superintendent to use her full vacation entitlement.

E. The Assistant Superintendent shall be entitled to all holidays granted to other administrators in the district. Floating holidays may be taken during the school year upon four weeks prior notice to, and approval of, the Board President.

11. BEREAVEMENT LEAVE

A. In the case of the death of a member of the immediate family (spouse, father, mother, brother, sister, child, father-in-law, mother-in-law), wherever domiciled, or any

relative domiciled in the administrator's residence, no deduction in salary will be made for a period not to exceed five (5) days.

B. In case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, or brother-in-law not domiciled in the same residence, no deductions in salary will be made for absence on the day of the funeral.

12. **TERMINATION OF EMPLOYMENT CONTRACT.**

A. This Contract shall terminate, Assistant Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) Failure to possess/obtain proper certification;
- (2) Revocation or suspension of the Assistant Superintendent's certificate;
- (3) Forfeiture under N.J.S.A. 2C:51-2;
- (4) Mutual agreement of the parties;
- (6) Misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event the Assistant 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 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, subsequent to indictment, unless the board certifies contractual tenure charges.

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

D. The Assistant Superintendent may terminate this Employment Contract upon at least 180 days minimum calendar day's written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. In the event the Board elects to terminate this contract prior to its expiration date, and to remove the Assistant Superintendent from the actual performance of her duties, the Board shall compensate the Assistant Superintendent for all salary and fringe benefits until the expiration date is reached, minus compensation from any and all other employment. It is understood that the Assistant Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within contract. The salary received by the Assistant Superintendent in such employment shall be deducted from the payments made to the Assistant Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

13. **EVALUATION.** The School Business Administrator shall be evaluated by the Superintendent of Schools a minimum of one (1) time per year. The evaluations shall be completed by May 15th of each year.

14. **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 is not affected by such a ruling and shall remain in full force.

15. **RELEASE OF PERSONNEL INFORMATION – PERSONNEL RECORDS.** The Assistant Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every

year, the Assistant Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the board, such documents identified by her shall be destroyed.

No material derogatory to the Assistant Superintendents' conduct, service, character or personality shall be placed in his personnel file unless she has had an opportunity to review the material. The Assistant Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Assistant Superintendent shall also have the right to submit a written answer to such material.

16. **COMPLETE AGREEMENT.** This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

**ASSISTANT SUPERINTENDENT:
EDUCATION**

NUTLEY BOARD OF

BY: _____
MARIANA FRANCIOSO

BY: _____
**KENNETH REILLY, President
Nutley Board of Education**

Date:

Date:

WITNESS:

WITNESS:

FRANK POMACO
