

AMENDED EMPLOYMENT CONTRACT

ASSISTANT SUPERINTENDENT OF BUSINESS /BOARD SECRETARY

BETWEEN

THE BOARD OF EDUCATION OF THE TOWNSHIP OF NUTLEY

AND

DAVID DIPISA

The Board of Education of the Nutley School District in the County of Essex with offices at 315 Franklin Avenue, Nutley, New Jersey hereinafter "Board," or "District" and David DiPisa, hereinafter "Assistant Superintendent of Business" or "the employee," hereby enter into this Employment Contract ("Employment Contract") for a one-year term beginning September 27, 2022, and terminating June 30, 2023.

1. COMPENSATION

The Board hereby employs the Assistant Superintendent of Business at an annual salary (prorated) of \$178,664. This annual salary will be paid in equal installments in accordance with N.J.A.C. 6A:23A-3.1(e) 1 and the Board's regular payroll schedule and it will be prorated for any period of employment constituting less than one year. If it is ever necessary to calculate a per diem rate, it shall be calculated as 1/260th of the employee's current salary, in accordance with N.J.A.C. 6A:23A-3.1 (e) 9.

2. MERIT BONUS

The Assistant Superintendent of Business may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative and/or qualitative merit criteria. The Board, Superintendent, and the Assistant Superintendent of Business shall select up to three (3) quantitative and two (2) qualitative merit criteria per participating contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative and or qualitative merit criteria. The Assistant Superintendent of Business shall receive a merit bonus in the amount of 3.33% of his annual base salary for each of up to three (3) quantitative merit criterion achieved and/or a merit bonus in the amount of 2.5% of his annual base salary for each of two (2) qualitative merit criterion achieved in accordance with N.J.A.C. 6A:23A-3.1 (e) 10&11.

The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the Board by no later than August 30 of each year. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criteria have been satisfied and shall await a confirmation of the satisfaction of that criteria from the Executive County Superintendent prior to payment of the merit bonus. The Board shall pay any merit bonus within thirty (30) days of receiving such confirmation from the Executive County Superintendent.

Written criteria for determining each merit bonus shall be established by the Board and the Superintendent by September 1st of each school year, or within sixty (60) days of the Assistant Superintendent of Business commencing employment, for the next succeeding school year. Both parties will discuss and mutually agree upon a draft of the criteria prior to adoption by the Board. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Assistant Superintendent of Business is evaluated. The written criteria established by the parties shall become part of this Contract and incorporated by reference herein, subject to the approval of the Executive County Superintendent.

The merit bonus shall be considered "extra compensation" for the purposes of N.J.A.C. 17:3-4.1 and shall not be cumulative or pensionable. Upon completion of merit bonus requirements, the Assistant Superintendent of Business shall report it to the Superintendent and the Board. Subsequent to the report, the Board by resolution shall authorize the bonus payment. The Board shall forward evidence of completion and a copy of the resolution to the Executive County Superintendent prior to final payment.

3. SALARY DEDUCTIONS

Salary deductions shall include compulsory federal and state taxes and those required by the Teachers' Pension and Annuity Fund. Board agrees to make additional salary deductions at the request of the employee.

4. WORKDAY

The workday for the Assistant Superintendent of Business shall be similar to other administrative personnel except that it is understood that the Assistant Superintendent of Business is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

5. PERFORMANCE

The Assistant Superintendent of Business agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies, and directives.

6. VACATION

- (a) The Assistant Superintendent of Business shall be entitled to 25 vacation days per school year, all of which shall be available on July 1st of each year.
- (b) If the Assistant Superintendent of Business is unable to use his vacation leave in a given year due to business demands, any unused vacation leave may be carried over into the next year . Only consistent with N.J.S.A. 1 8A:30-9.
- (c) In determining vacation entitlement, Saturdays, Sundays, and legal holidays shall not be counted. School vacations do not constitute time off for the Assistant Superintendent of Business unless he uses his leave time.

- (d) In the event that the Assistant Superintendent of Business retires or resigns during the performance of this Employment Contract, vacation days shall be earned on a pro-rated basis. Upon separation from the District, the Board will pay all unused vacation days not to exceed 45 days at 1/260 at the per diem rate of the Assistant Superintendent of Business salary.
- (e) In the event that the Assistant Superintendent of Business should die while under contract, the vacation pay accumulated will be paid to the estate in accordance with N.J.A.C. 6A:23A-3.1 (e) 8.

7. HOLIDAYS

The Assistant Superintendent of Business will observe a work year in accordance with the Board adopted 12-month employee calendar. The Board adopted 12 month employee calendar for 2022-2023 is as follows: Independence Day (July 4 and 5), Labor Day (September 5), Columbus Day (October 10), NJEA Convention, if held, (November 10 and 11), Thanksgiving (November 24 and 25), Holiday Recess (December 26-30), New Year's Day (January 1), Martin Luther King Day (January 16), President's Day (February 20 and 21), Holy Thursday & Good Friday (April 6 and 7), Memorial Day (May 29), Juneteenth (June 19).

8. PERSONAL LEAVE

The Assistant Superintendent of Business shall be entitled to five (5) days of personal leave with pay in each school year for the conduct of personal business that the Assistant Superintendent of Business is unable to conduct outside of the usual workday. Unused personal leave shall convert and accumulate to sick leave and be governed by Section #8 of this employment agreement. Payment of unused personal days is prohibited.

9. SICK LEAVE

- (a) Sick leave is defined to mean the absence from the Assistant Superintendent of Business's post of duty because of personal disability due to illness, injury, other medical/dental reasons, or because the Assistant Superintendent of Business has been excluded from school by the school's medical authorities on account of a contagious disease or because of being quarantined for such a disease.
- (b) The Assistant Superintendent of Business shall be entitled to twelve (12) sick days per year with pay.
- (c) Unused sick days shall be cumulative with a maximum of 15 carry over annually pursuant to N.J.S.A. 18A:30-7. However, payment for unused sick leave shall be consistent with NJ.SA. 18A:30-3.5.
- (d) Upon retirement and in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, and N.J.S.A. 18A:30-3.5, the Board shall provide compensation for accumulated sick leave days at the rate of \$125 per day for a maximum of 120 days (\$15,000). Sick days are payable upon retirement only (neither upon separation nor to an estate upon death) N.J.A.C. 6A:23A-3.1 (e) 7.

10. 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 (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.

11. INSURANCE

The Board shall provide the Assistant Superintendent of Business with health insurance furnished by the existing carrier, which is the Direct Access Plan for family medical and prescriptions offered by Horizon Blue Cross Blue Shield of New Jersey (Horizon BCBSNJ). Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums.

The Board shall provide at their expense Horizon Blue Cross Blue Shield of New Jersey (Horizon BCBSNJ) Dental family coverage to the Assistant Superintendent of Business.

If the Assistant Superintendent of Business opts out of health insurance coverage, he is entitled to a cash payment of \$3,500 for each year opted out of the program. This cash payment shall be prorated for part of the year. The payment is made in two installments, December, and June, and is subject to all applicable taxes.

12. AUTOMOBILE EXPENSES/TRAVEL

The Assistant Superintendent of Business shall be reimbursed for his actual mileage when using his personal vehicle for business purposes in accordance with Board policy, N.J.A.C. 6A:23A-3.1 (e) 4, N.J.S.A. 18A:11-12, and applicable OMB Circulars.

13. ELECTRONIC DEVICE

The Board shall provide for the Assistant Superintendent of Business's use at home and when away from the district, a laptop computer, tablet computer, or Chrome Book as agreed to by the parties for the purpose of conducting district business.

14. SMART PHONE

The Board will, at its expense, provide the Assistant Superintendent of Business with a smartphone, with unlimited cellular and data plan to be used for district business or reimbursement of \$50.00 per month use for his personal cell phone.

15. TERMINATION

During the period of non-tenured status of the Assistant Superintendent of Business, either party may terminate at their sole discretion this contract by giving 60 days' written notice of said termination to the other. Notice from the Assistant Superintendent of Business shall be in writing to both the Board President and the Superintendent at the address set forth for the Board in this Employment Contract. If the Assistant Superintendent of Business intends to retire, he shall provide the Board with 180 days' written notice. Pursuant to law the parties hereto agree that in the event the Assistant Superintendent of Business's certification is revoked, this contract is null and void as of the date of the revocation, and if the Assistant Superintendent of Business is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Assistant Superintendent of Business's employment shall cease,

16. PROFESSIONAL ASSOCIATIONS

The Board agrees to pay dues and fees on behalf of the Assistant Superintendent of Business to ASBO International, NJASBO, ECASBO County Association, and any other organizations formally agreed to by the Board and Assistant Superintendent of Business.

17. PROFESSIONAL DEVELOPMENT

The Assistant Superintendent of Business shall be entitled to attend the Annual Conference of the New Jersey Association of School Business Officials, the NJ School Board Workshop Conference and any other conference approved by the Superintendent and Board. In addition, the board agrees that the Assistant Superintendent of Business may attend professional development programs sponsored by NJASBO, NJASA, NJSBA and any other professional associations agreed to by the Superintendent and Board. All fees and related travel costs shall be reimbursed by the Board consistent with Board policy, N.J.A.C. 6A:23A-3.1 (e) 3, N.J.S.A. 18A:1 1-12, and applicable OMB Circulars.

18. EVALUATION

The Assistant Superintendent of Business shall be evaluated by the Superintendent of Schools a minimum of three (3) times per year. Once tenure has been achieved the evaluations shall be not less than once annual. The evaluations shall be completed by April 30th of each year.

19. OUTSIDE ACTIVITIES

The Assistant Superintendent of Business shall devote his time, attention, and energy to the business of the school district. He may not serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities for compensation without written permission of the Board. Should the Assistant Superintendent of Business choose to engage in such outside activities on weekends, his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. Such activities, which require the Assistant Superintendent of Business to be absent from the school district for more than one full working day shall be reported to the Superintendent.

20. TUITION REIMBURSEMENT

In an effort to encourage the Assistant Superintendent of Business to take courses that will improve his effectiveness and value to the District, the Board agrees to pay one hundred percent (100%) of the Assistant Superintendent of Business's tuition charges and other course related fees up to a maximum of \$15,000 for any coursework that the Assistant Superintendent of Business elects to take, provided that the coursework relates to the Assistant Superintendent of Business's position and responsibilities and that said course work and the tuition charges or other course related fees are approved in advance by the Board of Education. Tuition reimbursement for graduate coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher learning as defined in N.J.A.C. 6A:9-2.1

21. PROFESSIONAL LIABILITY

- (a) The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent of Business from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent of Business in his individual capacity or in his official capacity as agent and/or employee of the Board, provided that the incident arose while the Assistant Superintendent of Business was acting within the scope of his employment, and where such liability coverage is within the authority of the Board to provide under state law.
- (b) The Board will provide the Assistant Superintendent of Business with professional liability insurance paid by the Board.

22. SAVINGS CLAUSE:

If during the term of this contract, it is found that a specific clause of the contract is illegal under Federal or State law, or by any agency of competent jurisdiction, the remainder of this Employment Contract not affected by such a 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 Employment 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.

23. MODIFICATION - (Complete Agreement) CLAUSE:

Any proposed changes to this contract are subject to prior review and approval by the Executive County Superintendent.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[SIGNATURE PAGE]

In Witness Whereat, the parties have hereunto set their hands and seals on the dates set forth below:

ASSISTANT SUPERINTENDENT OF BUSINESS

BY: _____
DAVID DIPISA

DATE: _____

NUTLEY BOARD OF EDUCATION

BY: _____
DANIEL A. CARNICELLA, President

DATE: _____