

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this ____ day of _____, 2012, by and between the

RANDOLPH TOWNSHIP BOARD OF EDUCATION, with offices located at 25 School House Road, Randolph, New Jersey 07869 (hereinafter referred to as the "Board"), and **Jennifer Fano** (hereinafter referred to as the "Employee").

WITNESSETH:

1. **EMPLOYMENT** The Board agrees to appoint Employee as Assistant Superintendent of Schools. She shall be responsible for the planning, oversight and supervision of the personnel operations of the Randolph School District under the auspices of the Superintendent of Schools. Employee shall be vested with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Revised 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 an Assistant Superintendent.

Employee accepts said appointment as Assistant Superintendent and represents that she will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract, including attendance at all meetings and school affairs required by the Superintendent or the Board.

2. **FULL-TIME COMMITMENT** Employee shall devote her full time skill, labor and attention to the discharge of her duties during the term of the Agreement, provided, however, with prior approval of the Superintendent she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, obligations and activities with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Employee's duties and responsibilities as specified herein including, but not limited to, attendance at all board meetings and other meetings of a professional nature as prescribed by the Superintendent.

3. **TERM** The term of this Contract shall be from July 1, 2012 through June 30, 2013.

4. **CERTIFICATION** Employee represents that she is certified by the New Jersey State Board of Examiners to serve as Assistant Superintendent in New Jersey, and that she shall maintain her certification in full force and effect throughout the life of this Agreement. Failure to do so shall render this Agreement null and void upon the date of suspension or revocation thereof.

5. **COMPENSATION** Employee shall receive an annual salary of \$149,640 (One Hundred and Forty-Nine Thousand Six Hundred and Forty Dollars). Said salary shall be paid in equal installments according to the payment schedule for other certified District personnel.

6. **HEALTHCARE BENEFITS** The Board shall pay the monthly premiums for all health insurance premiums, on behalf of Employee. Employee shall receive the "PPO plan" or its equivalent, including prescription and dental coverage. This shall be the same plan for all certified district staff. Employee shall be responsible for all of the co-pays and deductibles, delineated in the current plan. The Board reserves the right to transfer any of the insurance coverage set forth above to other insurance companies as deemed in the best interest of the School District. Any new plan will be discussed with the employee prior to change, and shall be at least equal to the previous coverage.

Employee shall be subject to the contribution requirements of P.L. 2011, c. 78. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel. In accordance with P.L. 2011, c. 78, the contribution is determined as a specified percentage of the health benefits/ prescription drug premiums for a salary range, but not less than one and one half (1.5%) of base salary. These contribution requirements do not apply if Employee waives benefits.

7. **VACATION** Employee shall be granted twenty (20) vacation days annually, all of which shall be available on July 1st of each year, but shall be considered earned on a monthly pro-rata basis. Vacation days may be taken with the prior approval of the Superintendent, which shall not be unreasonably withheld. Vacation days not used because of business demands maybe carried over into the next school year and used before the end of that school year.

8. **HOLIDAYS** Employee shall be entitled to the same paid holidays to which other central office administrators are entitled.

9. **SICK DAYS** Employee shall receive 12 (twelve) paid sick leave days per year. Any unused sick days shall accumulate and may be used in future years.

10. SEPARATION FROM EMPLOYMENT Employee shall receive at retirement from TPAF, if she is still employed by the District, compensation for her accrued sick days at her then per diem rate (1/260 of base salary) up to a maximum compensation payout of \$15,000.00.

Upon separation from employment or retirement, Employee shall be entitled to payment for unused earned vacation days remaining during her last year of employment at the per diem rate of 1/260 of the Employee's yearly salary, up to a maximum of thirty (30) days.

11. PERSONAL & BEREAVEMENT DAYS Four (4) paid personal days per year shall be provided, of which may be taken without the need to provide a reason. A total of five (5) paid days shall be granted for the death of an immediate family member. A total of three (3) paid days shall be granted following the death of a relative and one (1) paid day shall be granted for the death of a friend or other close acquaintance. The bereavement days listed above shall be taken in close proximity to the death.

12. PROFESSIONAL DUES The Board shall pay for all annual professional dues attributed to the Employee's membership in the New Jersey Association of School Administrators, the American Association of School Administrators, the American Educational Research Association and other professional/civic groups with the prior approval of the Superintendent. The Board shall pay for the employee's attendance at such conferences, seminars and workshops as are educationally necessary and financially prudent, which shall be submitted for approval, by the Board, in advance and which may be attended only upon the recommendation of the Superintendent. If recommended by the Superintendent, the Board's approval shall not be unreasonably withheld. All such costs shall be subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation.

13. PROFESSIONAL GROWTH The Board encourages the continuing professional growth of the Employee through her participation in the following:

- (a) the operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- (b) seminars and courses offered by public or private educational institutions;
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Employee to perform her professional responsibilities for the Board;

- (d) visits to other institutions; and,
- (e) other activities promoting the professional growth of the Employee.

The Board shall permit a reasonable amount of release time for the Employee, as she deems appropriate, and as approved by the Superintendent, to attend such matters.

14. TERMINATION OF EMPLOYMENT This Contract may be terminated by either party upon:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the Employee upon sixty (60) days written notice to the Superintendent;
- (c) upon the Superintendent's decision not to recommend Employee to the Board for renewal of employment in any year prior to Employee's attainment of tenure under applicable State law;
- (d) dismissal in accord with State law; or
- (e) the Board upon sixty (60) days' notice. In the event of such termination, Employee shall be returned to her former position as Assistant Principal pursuant to the provisions of N.J.S.A. 18A:28-6(c).

15. DISTRICT GOALS & OBJECTIVES Within sixty (60) days of the execution of this Employment Contract, if not completed already, the Superintendent and Employee shall meet to establish the performance goals and objectives for the school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which Employee is evaluated. On or prior to June 1st of each succeeding school year, the parties will meet to establish the performance goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

16. EVALUATION The Superintendent shall evaluate the performance of Employee at least once a year, on or before April 30. All evaluations shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. The annual summative evaluation shall be, at a minimum based on the goals and objectives of Employee, and the responsibilities delineated in her job description, and such other criteria as the State Board of Education shall by regulation prescribe. Employee and Superintendent shall meet to discuss the evaluation.

In the event that the Superintendent determines that the performance of Employee is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Superintendent deems performance to be unsatisfactory. Employee shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to Employee's personnel file upon the Employee's request.

17. DEATH OF EMPLOYEE In the event of the death of the Employee during the life of this Contract, payments due and owing to him for accrued, unused vacation days shall be payable to her Estate.

18. PERSONNEL RECORDS Employee 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 him/her during such review. At least once every year, Employee 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; such documents identified by her shall be destroyed with the permission of the Superintendent.

No material derogatory to the Assistant Superintendent's conduct, service, character or personality shall be placed in her 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. Employee shall also have the right to submit a written answer to such material. The contents of Employee's personnel file shall not be subject to public disclosure, unless ordered by a Court of competent jurisdiction or dictated by law.

19. COMPUTER & MOBILE PHONE The Board shall provide Employee with a laptop computer and mobile phone for school related purposes. These items shall remain the property of the Board. The Board shall assume the monthly charges associated with the mobile phone.

20. RIGHT TO LEGAL COUNSEL Employee acknowledges that she has been informed of her right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent her in the matter. However, Employee shall have the right to contact the Board attorney for legal assistance on all other matters as the need arises in carrying out her duties.

21. **INDEMNIFICATION** Employee shall be indemnified by the Board of Education in accordance with New Jersey law.

20. **ENTIRE AGREEMENT** This Agreement contains the entire understanding of the parties. It is subject to approval by the Board of Education.

22. **AMENDMENTS OR MODIFICATIONS** This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties. Any changes/modifications must have approval of the Executive County Superintendent of Schools prior to Board approval.

23. **NEW JERSEY LAW** This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

24. **SEPARABILITY** In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

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

BOARD OF EDUCATION OF THE RANDOLPH SCHOOL DISTRICT

JENNIFER FANO
Assistant Superintendent

BY: _____
AMY SACHS
Board President

WITNESS:

MICHAEL S. NEVES
Board Secretary

BY: _____

Date: _____

Date: _____