

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 26th day of June, 2018, by and between the **ROSELLE PARK BOARD OF EDUCATION**, with offices located at 510 Chestnut Street, Roselle Park, New Jersey 07204 (hereinafter "the Board")

and

SUSAN M. GUERCIO, residing at 800 Filbert Street, Roselle Park, New Jersey 07204, whose position is to be the Business Administrator/Board Secretary (hereinafter "Business Administrator").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms herein.

WHEREAS, the Board and the Business Administrator believe that a written employment contract is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Susan M. Guercio the position of Business Administrator, and she has accepted the Board's offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on June 26, 2018 and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Business Administrator, for the consideration herein specified, agree as follows:

1. TERM

The Board hereby agrees to employ Susan M. Guercio as the Business Administrator of the Roselle Park School District for the period beginning July 1, 2018 and ending June 30, 2019.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The Business Administrator shall maintain a current and valid certificate issued by the New

Jersey Department of Education for the position of Business Administrator/Board Secretary. In the event the Business Administrator's certificate issued by the Department of Education is revoked, this contract is null and void as of the date of the certificate revocation.

The Business Administrator further agrees to comply with all other legal requirements respecting the employment of a Business Administrator.

B. Duties:

The Business Administrator shall devote her full time, attention, and energy to the business of the school district. Such activities which require the Business Administrator to be absent from the District for more than one full working day shall be reported to the Board.

The Business Administrator shall report directly to the Superintendent of Schools, and serve 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.

All duties assigned to the Business Administrator by the Superintendent of Schools should be appropriate to and consistent with the professional role and responsibility of the Business Administrator, and shall be set by Board policy and in the Job Description for the Business Administrator which may be modified from time to time, consistent with the intent set forth above.

3. PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR

The Board encourages the continuing professional growth of the Business Administrator through her participation as she and the Superintendent might decide, in light of her responsibilities as the Business Administrator, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- 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 Business Administrator to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Business Administrator.

Expenses for meals, lodging, registration, and transportation for national conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Business Administrator's knowledge and expertise in the field of education shall receive the prior approval of the Board and the Superintendent, and shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent and the Board. The Business Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. COMPENSATION

A. Salary:

The Board shall pay the Business Administrator an annual salary of One Hundred Sixty Three Thousand One Hundred Thirty Eight Dollars and Ninety Five Cents (\$163,138.95). This annual salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees.

Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment and shall become part of this Contract of Employment, but it shall not be deemed that the Board and the Business Administrator have entered into a new Contract of Employment. All salary adjustments, including but not limited to retroactive salary adjustments, must receive the prior approval of the Executive County Superintendent for Union County and are subject to public notice and hearing requirements as provided by law.

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the compensation and/or benefits of the Business Administrator shall not be reduced.

5. BENEFITS

A. Vacation/Personal Days/Holidays:

The Business Administrator shall be granted twenty-five (25) vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Business Administrator on July 1, 2018, upon notification to the Superintendent. If the Business Administrator does not complete a contract year, the number of days shall be prorated at two and eight hundredths (2.08) vacation days per month for the completed

months of service. If the Business Administrator utilized days in excess of this rate, compensation for those days shall be deducted from the Business Administrator's last check.

If business demands prohibit the Business Administrator from using all of her allotted vacation days during the current school year (2018-2019 school year), the Business Administrator may carry over unused vacation days to be used during the following school year pursuant to law. Any vacation days carried over from the previous school year (2017-2018 school year) that are not used within sixty (60) days after the start of the current school year (2018-2019 school year) shall be forfeited. The Superintendent, through the business office, shall be responsible for maintaining written documentation of the Business Administrator's vacation days.

The Business Administrator shall be granted three (3) personal days annually, calculated and prorated on an annualized basis upon approval by the Superintendent. Unused personal leave at the end of each contract year shall be forfeited.

The Business Administrator shall be granted up to five (5) bereavement days with pay for following the death of a spouse, parent, grandparent, parent-in-law or child.

The Business Administrator shall be entitled to time off with pay for the following holidays: New Year's Day; Martin Luther King's birthday; Presidents' Day; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; day after Thanksgiving; Christmas Eve; Christmas Day, and New Year's Eve. The Business Administrator shall also be entitled to two (2) days to attend the NJEA Annual Convention in November.

B. Medical Benefits:

The Board shall provide health benefits coverage for the Business Administrator, her spouse/partner, and her dependents. The Business Administrator shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward payment of health benefit premiums. The contribution shall be made through payroll deduction.

The Business Administrator may voluntarily waive health benefit coverage. If the Business Administrator elects to waive health benefit coverage, she must provide written representation of alternate insurance coverage to the Board. If the Business Administrator chooses to waive health benefit coverage she shall be entitled to a waiver payment equal to Five Thousand (\$5,000.00) Dollars. Waivers paid for less than one year shall be prorated.

C. Sick Leave:

The Business Administrator shall be provided twelve (12) sick days annually, calculated

and prorated on an annualized basis, all of which shall be available to the Business Administrator on July 1, 2018. The unused portion of such leave, at the end of any year, shall be cumulative.

D. Membership Fees:

The Board shall pay one-hundred (100%) percent of the Business Administrator's membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Business Officials and other professional/civic groups at the option of the Board.

E. Expense Reimbursement:

The Board shall reimburse the Business Administrator for expenses incurred for travel and sustenance in the performance of the Business Administrator's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Business Administrator shall be reimbursed for expenses pursuant Board policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

F. Computer

The Board shall supply the Business Administrator with the use of a computer which is the property of the Board of Education and returned to the District at the end of her employment with the District.

6. SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Business Administrator's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the rate of \$135/day, based upon a 260-day work year, following her last day of employment. Pursuant to law, payment shall not exceed the greater of \$15,000, or the value of the Business Administrator's accumulated unused sick days earned as of June 8, 2007, calculated at a rate of \$135/day, based on a 240-day work year, with a maximum limit of \$25,000. The parties agree that as of June 8, 2007, the Business Administrator had 240 accumulated unused sick days (240 days * \$135/day = \$32,400, capped at \$25,000 as per contract language).

B. Accumulated Unused Vacation Days:

Upon the Business Administrator's separation from employment with the District or

retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, following her last day of employment, except that vacation days accumulated prior to June 8, 2007 shall be compensated at the rate of 1/240 of the Business Administrator's salary at the time of accrual. At no time shall the number of vacation days exceed twenty five (25) vacation days.

C. Payment to Estate:

If the Business Administrator dies before her Employment Contract year is completed, payment for any accumulated unused vacation days due to the Business Administrator shall be made to her estate in accordance with law.

7. EVALUATION

The Superintendent shall evaluate the performance of the Business Administrator at least once a year in accordance with law. Each evaluation shall be in writing, a copy shall be provided to the Business Administrator, and the Superintendent and Business Administrator shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Business Administrator as set forth in Board policy #1320 for the position of School Business Administrator/Board Secretary (attached hereto and incorporated herein by reference), and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation instrument shall be developed and approved by the Superintendent and the Business Administrator on or prior to the execution of this Contract of Employment, and the evaluation instrument shall receive the prior approval of the Board prior to being finalized.

8. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless and indemnify the Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Business Administrator in her official capacity as agent or employee of the Board, provided the incident arose while the Business Administrator was acting within the scope of her employment and, as such, liability coverage is within the authority of the Board to provide under State law. In the event, that the Business Administrator is the subject of criminal proceedings brought against her in her official capacity as an agent or employee of the Board, the Board shall not be responsible to defend her or hold her harmless for the costs and expenses incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Business Administrator.

If, in the good faith opinion of the Board, a conflict exists with regard to the defense of any claim between the legal position of the Business Administrator and the legal position of

the Board, the Business Administrator may engage legal counsel of her choice at an hourly fee not to exceed the hourly fee charged by counsel to the Board of Education at the time that such special counsel for the Business Administrator is engaged. In the event that it shall be necessary to engage special counsel on behalf of the Business Administrator, the Board shall be responsible for the reasonable costs of legal defense for the Business Administrator as permitted by State law and at the hourly rate stipulated above.

The Board will provide the Business Administrator with professional liability insurance coverage under a policy covering the members of the Board of Education and the Business Administrator for errors and omissions. The premium shall be paid by the Board.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Business Administrator upon ninety (90) days written notice to the Board. Should the Business Administrator choose to terminate this contract, she would revert to her previously tenured position of Supervisor, effective September 1, immediately following the Board's acceptance of her resignation.
- C. Actions consistent with law, and in keeping with all rights associated with a tenured employee;
- D. In the event that the Business Administrator's certificate is revoked, this Contract shall become null and void as of the date of revocation; or
- F. Elimination of position of Business Administrator consistent with law.

10. 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 and upon the prior approval of the Executive County Superintendent for Union County.

11. MODIFICATION

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment. Any amendment to the Contract of Employment

is subject to the public notice and hearing requirements pursuant to N.J.A.C. 6A:23A-3.1(c)(1).

12. **CONFLICTS**

In the event of any conflict between the terms, conditions and 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 take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

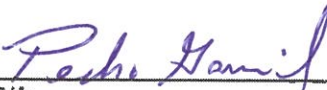
13. **SAVINGS CLAUSE**

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

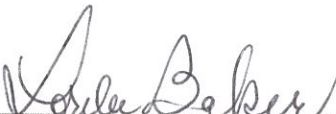
WHEREAS, the Business Administrator approves the terms and conditions of this Employment Contract, and agrees to be bound by same;

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education at its meeting of June 26, 2018 said action having been made a part of the official minutes of that meeting.

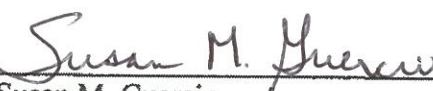
IN WITNESS WHEREOF, the parties set their hands and seals to this Employment Contract effective on the day and year first above written.




Witness:



Witness:



Susan M. Guercio
Business Administrator/Board Secretary



Loren Harms, President
BOARD OF EDUCATION

Detailed Statement of Contract Costs

Roll Students as of 10-15-17: 2069

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