

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this Twelfth day of May, 2016 by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF RANDOLPH**, County of Morris, with offices located at 25 School House Road, Randolph, New Jersey 07869 (hereinafter referred to as the "Board"), and Ms. Jennifer Fano (hereinafter "Ms. Fano" or "the Superintendent").

WHEREAS, the Board wishes to retain the services of Ms. Fano as Superintendent of Schools for the Board and Ms. Fano has agreed to serve in this capacity; and

WHEREAS, the Board and Ms. Fano wish to embody in this contract the terms and conditions of their Agreement;

NOW, THEREFORE, the Board and Ms. Fano, for the consideration herein specified, agree as follows:

WITNESSETH:

1. EMPLOYMENT TERM

The Board hereby employs Ms. Fano as Superintendent for a term commencing July 1, 2016 and ending June 30, 2019.

2. SUPERINTENDENT RESPONSIBILITIES

- A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and the instructional programs of the district. She shall faithfully perform the duties of Superintendent in accordance with the Laws of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by the Superintendent.
- B. The Superintendent shall devote her full time, skills, labor and attention to this employment during the term of this contract. Should the Superintendent wish to engage in any outside employment, the prior written permission of the Board is required.
- C. The Superintendent shall carry out the duties as may be assigned to her by the Board pertaining to the office of Superintendent and to make reports to the Board as may be required.

- D. The Superintendent shall attend regular and special meetings of the Board and any other committee meetings and/or other meetings which are relevant to her job function without additional compensation. These meetings may be scheduled in the early weekday mornings and/or evenings and in special situations, on weekends.
- E. The Superintendent may attend those county, regional and State meetings that are necessary for her to keep informed of current matters affecting the Board.

3. CERTIFICATION

Ms. Fano represents that she possesses all appropriate certification required to serve in the position of Superintendent in the State of New Jersey. Should her certification be revoked, this Agreement will be null and void

4. COMPENSATION

A. Salary: The Board shall pay the Superintendent an annual salary of One Hundred and Sixty-Five Thousand dollars (\$165,000.00) during each year of this contract, plus a high school salary increment of \$2,500.00 to account for the District's high school, pursuant to N.J.A.C. 6A:23A-1.2, for a total yearly base salary of One Hundred and Sixty-Seven Thousand Five Hundred dollars (\$167,500.00). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff. In the event the salary cap regulations expire or are amended, the parties agree to meet to discuss a potential salary increase.

B. Merit Bonus. An annual merit bonus of up to fourteen point ninety-nine percent (14.99%) of the Superintendent's base salary may be provided to the Superintendent, based upon her achievement of three (3) quantitative merit criteria, worth 3.33% each, and two (2) qualitative merit criteria, worth 2.5% each. Said bonus, if earned, will not be added to her base salary for computation of the following year's salary.

(i). On or before July 15 of each year of this contract, the parties shall meet to develop and mutually agree upon the criteria upon which the bonus should be based for the succeeding contract year. The criteria shall be incorporated into this contract by reference and attached as an exhibit. Pursuant to Code, the criteria shall be submitted annually to the Executive County Superintendent who shall be required to approve same. In the event the Executive County Superintendent disapproves any criterion, the parties shall agree on a new one and resubmit it for approval.

(ii). The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the full Board by no later than August 30 of 2017, 2018 and by June 30, 2019, unless for reasons beyond the Board's control said determination cannot be made by that date. The Board's determination shall be final and binding. In those cases, the parties will mutually agree on a new date(s). The Board shall pass a resolution identifying which quantitative merit and/or qualitative merit criterion have been satisfied by the Superintendent during the previous year. The Board shall submit the resolution to the Executive County Superintendent and

shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. If a bonus is earned, payment will be payable within fourteen (14) business days of approval by the Executive County Superintendent in accordance with Code.

5. HEALTHCARE BENEFITS

The Board shall pay the monthly premiums for all health insurance premiums, on behalf of Superintendent. Superintendent shall receive Aetna MCPOS plan or its equivalent to her plan as Assistant Superintendent, including prescription and dental coverage, as set in Paragraph 6 & 7 below. Superintendent 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 shall be equivalent to the previous coverage. Superintendent shall be subject to the contribution requirements of P.L. 2011, C.78 for all health, prescription and dental coverage at Tier 4. Said contribution will be automatically deducted from the Superintendent's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel. The contribution level shall also remain in full force and effect throughout the duration of this contract in the event that C.78 is repealed or amended for a lesser contribution requirement.

6. DENTAL COVERAGE

The Board shall provide a dental plan (Delta Dental Plan) or equivalent to her current plan as Assistant Superintendent.

7. PRESCRIPTION COVERAGE

The Board shall provide Superintendent with a prescription drug plan through Benecard or equivalent to her current plan as Assistant Superintendent.

8. VACATION

Superintendent 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 Board President, which shall not be unreasonably withheld. Up to twenty (20) vacation days not used because of business demands may be carried over into year two (2) of the contract – those days must be used before the end of year two (2) or they will be forfeited. The Superintendent may carry up to twenty (20) vacation days not used because of business demands in year two (2) into year three (3) of this contract which, if not used, will be paid in accordance with Article 11.

9. HOLIDAYS

Superintendent shall be entitled to the same paid holidays to which other central office administrators are entitled.

10. SICK DAYS

Superintendent shall receive 12 (twelve) paid sick leave days per year. Any unused sick days shall accumulate and may be used in future years.

11. SEPARATION FROM EMPLOYMENT

Superintendent 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, Superintendent 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 Superintendent's yearly salary, up to a maximum of thirty (30) days. In the event of the death of the Superintendent during the life of this Contract, payments due and owing to her for accrued, unused vacation days shall be payable to her Estate.

12. 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 or memorial. Bereavement days must be taken on consecutive business days.

13. JOB RELATED EXPENSES

The Superintendent shall be reimbursed for official travel at the approved State of New Jersey mileage rate, in accordance with current law and New Jersey Office of Management and Budget (NJOMB) circulars (currently \$.31 cents per mile), up to a maximum monthly payment of \$400.00 upon submission of mileage claims to the Business Office.

14. PROFESSIONAL MEMBERSHIPS, CSA ACADEMY, CONFERENCES & DUES

- A. The Board shall pay for all annual professional dues attributed to the Superintendent'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 Board President. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.
- B. The Superintendent shall be permitted to attend the New Superintendent's Academy sponsored by NJASA provided that her attendance does not interfere with her duties as Superintendent. The Board shall pay all of the costs of attendance for the same up to \$2500.00.

- C. The Superintendent may attend the New Jersey School Boards Annual Workshop, as well as, one annual conference sponsored by New Jersey Association of School Administrators, provided that attendance at such conference(s) do not interfere with her duties as Superintendent. Subject to prior approval of the Board, the Superintendent may attend such other conferences, seminars and workshops as are related to her position in the District and which are deemed to be fiscally prudent. If approved, all such reasonable conference costs shall be reimbursed 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 and a report to the Board.

15. TUITION REIMBURSEMENT

The Board agrees to reimburse the Superintendent for the cost of tuition for accredited coursework directly related to her position as Superintendent in years two (2) and three (3) of this contract within the limit set in the annual budget. The coursework must be taken towards the acquisition of a doctoral degree conferred by a duly accredited institution of higher learning as defined in *N.J.A.C. 6A:9-2.1*. The Superintendent shall obtain Board approval for said doctoral program before enrolling in same as well as the date of commencement of such. A grade of "B" or better is necessary for reimbursement of the course. Should the Superintendent leave the employ of the Board for any reason except for disability or death prior to the expiration of this Contract, she shall reimburse the Board for all monies paid to her under this paragraph.

Ms. Fano agrees to continue as an employee of the Board of Education for at least three (3) calendar years after obtaining her doctoral degree if offered a new employment contract as Superintendent of Schools in the Randolph School District at the expiration of this contract. Failure to do so shall require 75% reimbursement of the amount paid by the Board if she leaves during the first calendar year after obtaining the degree, 50% reimbursement if she leaves during the second calendar year after obtaining the degree and 25% if she leaves during the third calendar year after obtaining the degree. All reimbursement by the Superintendent to the District under this Section shall be paid within thirty (30) days of the date of her departure from the District. The Board may offset any monies owed to the Superintendent under this Agreement from the amount she owes the Board under this Article. The reimbursement requirement of this article may be waived by the Board of Education at the time of its occurrence.

16. COMPUTER & CELLULAR TELEPHONE

The Board shall provide the Superintendent with a cellular telephone and computer or tablet for business related purposes only. The phone and computer shall be the property of the Board. Should the Superintendent wish to purchase her own phone, in lieu of receiving a District-owned phone, the Board will reimburse her up to \$150.00 per month for the phone usage charges.

17. INDEMNIFICATION

The Board shall indemnify the Superintendent in accordance with the applicable State Law.

18. DISTRICT GOALS AND OBJECTIVES

On or before August 1 of each year of this contract, or on a mutually acceptable date, the parties shall meet to establish the District's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

19. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per year, on or before July 1 or as soon thereafter as possible. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent's annual evaluation 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. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the Superintendent and the district, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent shall receive a copy of any backup forms utilized in the process.

In the event that the Board determines that the performance of the Superintendent 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 Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file. On or before the first day of each school year, or on an alternate mutually acceptable date, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent next succeeding school year, in the same manner and with the same effects heretofore described.

20. PERSONNEL RECORDS

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, 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; such documents identified by her may be destroyed with the permission of the majority of the Board of Education.

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

21. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties; or
- (b) unilateral termination by the Superintendent upon ninety (90) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent, at ninety (90) days prior to the expiration of this contract, of the Board's intent not to renew this contract; or
- (d) in the event that the Superintendent's certificate is revoked or suspended, this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or
- (e) Dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 *et seq.* and N.J.S.A. 18A:17-15, *et seq.*

22. COMPLETE AGREEMENT

This contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any modifications to this contract must have prior approval of the Executive County Superintendent.

23. RIGHT TO LEGAL COUNSEL

Superintendent acknowledges that she has been informed of her right to be represented by legal counsel regarding to negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent her in the matter. However, Superintendent 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.

24. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

25. SAVINGS CLAUSE

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or State law, the remainder of this contract not affected by such a ruling shall remain in force.

26. NEW JERSEY LAW

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

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 A. Fano

JENNIFER A. FANO
Superintendent

BY: *Alfredo Z. Matos*

ALFREDO Z. MATOS
Board President

WITNESS:
Gerald M. Eckert

Gerald Eckert, Business Admin/Bd. Sec.

BY: *James Evans*

Date: 5/13/16

Date: 5-13-16

**ADDENDUM
TO
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 21st day of December, 2017 by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF RANDOLPH**, County of Morris, with offices located at 25 School House Road, Randolph, New Jersey 07869 (hereinafter referred to as the "Board"), and Ms. Jennifer Fano (hereinafter "Ms. Fano" or "the Superintendent").

WHEREAS, the Superintendent is employed by the Board as Superintendent under an Employment Agreement with a term running from July 1, 2016 through June 30, 2019; and

WHEREAS, Section 4 of the Employment Agreement, entitled "Compensation," provides that the Superintendent shall receive an annual salary in the amount of One Hundred Sixty-Five Thousand Dollars (\$165,000) per year for each year of the Agreement, as well as an additional yearly high school stipend amount of two thousand, five hundred dollars (\$2,500), for a total yearly compensation of One Hundred Sixty-Seven Thousand, Five Hundred Dollars (\$167,500); and

WHEREAS, Section 4 of the Employment Agreement further provides that, "in the event the salary cap regulations expire or are amended, the parties agree to meet to discuss a potential salary increase"; and

WHEREAS, on May 1st, 2017, the regulations of N.J.A.C. 6A:23A-1.2 were amended by the New Jersey Department of Education and the so-called Superintendent Salary Cap was modified to permit Boards of Education to pay additional yearly salaries over and above the prior maximum salary amount; and

WHEREAS, Section 22 of the Employment Agreement provides that it “cannot be varied except by written agreement of the undersigned parties”; and

WHEREAS, in consideration of this amendment and the language set forth in Section 4 of the Employment Agreement, the Board and Superintendent agree to amend the Employment Agreement to provide for a different salary amount for the remaining school years than is set forth therein, as permitted by the newly revised N.J.A.C. 6A:23A-1.2;

NOW THEREFORE, in consideration of the above recitals which are an integral part of this Agreement, the Board and the Superintendent hereby agree as follows:

1. Salary. Section 4 of the parties’ current Employment Agreement, titled

“Compensation,” is hereby amended to state the following:

The Board shall pay the Superintendent an annual salary for each year of this Agreement in the amount of One Hundred Ninety-One Thousand, Five Hundred and Eighty-Four Dollars (\$191,584.00) per year in accordance with N.J.A.C. 6A:23A-3.1(e)2. In addition, during each year of this contract, the Superintendent shall receive a high school salary increment of \$5,000.00 to account for the District’s high school, pursuant to N.J.A.C. 6A:23A-1.2, for a total yearly base salary of One Hundred and Ninety-Six Thousand and Five Hundred and Eighty-four dollars (\$196,584.00). This payment shall be retroactive to July 1, 2017. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff and may only be modified subject to the terms of Paragraph B, below.

2. All other terms and conditions of the Agreement shall remain unchanged.
3. The parties acknowledge the notice and hearing requirements for this Contract Addendum as set forth in N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1(c), and agree to be bound by same.
4. This Contract Addendum is subject to the approval of the Morris County Executive County Superintendent and the Randolph Board of Education prior to becoming effective.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the terms hereof by executing below:

BOARD OF EDUCATION OF THE RANDOLPH SCHOOL DISTRICT

Jennifer Fano BY: Alfredo Matos
JENNIFER FANO ALFREDO MATOS
Superintendent Board President

Dated: 12/22/2017

Dated: 12/22/2017

WITNESS:
Gerald M. Eckert
Gerald Eckert, Bd. Sec./Bus. Admin.

BY: Eri Ben

Date: 12/22/2017

Date: 12/22/2017