



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
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ACTING COMMISSIONER

KATHLEEN C. SERAFINO, PH.D.
EXECUTIVE COUNTY SUPERINTENDENT

May 29, 2013

Mr. Patrick M. Spagnoletti
Superintendent of Schools
510 Chestnut Street
Roselle Park, NJ 07204

Dear Mr. Spagnoletti:

The proposed 2013-2014 contract for Ms. Susan M. Guercio, Business Administrator/Board Secretary has been reviewed. The contract, as proposed, is being approved as it has met the following:

- Pursuant to N.J.A.C. 6A:23A-3.1(d), the board of education has supplied the Executive County Superintendent with a detailed worksheet setting forth the total cost of the contract for each applicable year.
- Pursuant to N.J.A.C. 6A:23A-3.1(e)1, the proposed contract has been reviewed and comparison has been made with other similarly credentialed and experienced administrators regarding salary, benefits and other emoluments contained in those contracts. The proposed contract meets those standards.
- All other conditions have been met pursuant to N.J.A.C. 6A:23A-3.1.

Once the board has approved the contract, an original signed contract is to be sent to my office.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen C. Serafino".

Kathleen C. Serafino, Ph.D.
Executive County Superintendent

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this ____ day of _____, 2012, 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 _____ 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, 2013 and ending June 30, 2014.

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. However, she may serve as a consultant to other districts or other activities at her discretion. 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 and administration 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 Forty Nine Thousand Three Hundred Twenty Three Dollars and 63/100 (\$149,323.63). 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 A5 public notice and hearing requirements.

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, 2013, 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 in a given year, she may carry over unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used within sixty (60) days after the end of the 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 of Education shall make the Horizon Blue Cross Blue Shield Plan, or comparable health insurance, available to the Business Administrator, individual and family coverage consistent with the plans held by the Roselle Park Education Association and the Roselle Park Administrators Association members.

Pursuant to law, the Business Administrator shall contribute an amount established by P.L. 2011, Chapter 78 toward payment of premiums.

The Business Administrator may opt to receive a waiver payment, as provided by law, in lieu of health insurance coverage. The amount of the waiver shall be equal to the lesser of 25% or \$5,000 of the Board's savings. Waiver payments shall be made under the following conditions:

1. The Business Administrator must submit written proof that she and her dependents are covered by her spouse's health insurance.

2. The Business Administrator must sign a waiver of her right to receive the District's health insurance coverage. This waiver must be submitted no later than June 1.
3. The waiver will be valid each year.
4. The Business Administrator may reinstate her health insurance coverage as of July 1 of any year, by giving written notice no later than June 1; or immediately, if one of the following conditions occur (written proof is required):
 - a. death of spouse
 - b. disability of spouse
 - c. spouse's loss of employment
 - d. involuntary reduction in spouse's work hours resulting in loss of coverage
 - e. divorce or legal separation
 - f. activation of spouse to full-time military status
5. Payments shall be made semi-annually, 50% in December and 50% in June. Should the Business Administrator need to reinstate coverage pursuant to B.4, the next scheduled payment shall be prorated depending on the number of months coverage was not in effect. Payment will be made through payroll and is subject to federal and state withholding, but is not considered to be pensionable earnings.

The Board shall have the right to change insurance carriers as long as there is no diminution of benefits. Prior to implementing any such change, the Board agrees to notify the Business Administrator of said proposed change. The Business Administrator shall be permitted to make suggestions regarding said proposed change.

The Deductible for the Traditional Indemnity Plan shall be increased to \$200.00 annually for single coverage, and to \$400.00 annually for family coverage.

The POS office Co-Pay shall be increased to \$15.00.

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, 2013. 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.

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.

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.

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. 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.

12. 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 _____ 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.

Forleo Baber
Witness:

Susan M. Guercio
Susan M. Guercio
Business Administrator/Board Secretary

Jamie O'Connell
Witness:

Charlotte T. MQ
President
BOARD OF EDUCATION