

**CONTRACT FOR EMPLOYMENT BETWEEN
CHRISTOPHER GIANNOTTI
ASSISTANT SUPERINTENDENT
FOR SPECIAL EDUCATION
AND BURLINGTON TOWNSHIP BOARD OF EDUCATION**

1. TERM

WHEREAS, the Burlington Township Board of Education (herein referred to as Board) desires to provide **Christopher Giannotti** (herein referred to as Assistant Superintendent) with a written contract for the position of Assistant Superintendent for Special Education for a term commencing on **July 1, 2021** and expiring midnight **June 30, 2022**.

Whereas, negotiations for a new contract can take place if agreeable to both parties. It is hereby agreed that this contract may be terminated by any one party by giving the other party sixty (60) days notice in writing of the intention to terminate the same. Dismissal shall be in accordance with *N.J.S.A 18A:6-10 et seq.*

2. DUTIES

The Assistant Superintendent shall faithfully and diligently execute those duties and responsibilities as delineated in the respective job description, listed as Assistant Superintendent for Special Education and Early Childhood Development. Unless otherwise directed by the Superintendent, the Assistant Superintendent shall report to the Superintendent, and shall be responsible directly to the Superintendent in the day-to-day completion of the Assistant Superintendent's assigned responsibilities.

3. PROFESSIONAL MEMBERSHIPS

The Board of Education shall pay the Assistant Superintendent for Special Education's membership fees for A.A.S.A., N.J.A.S.A., and A.S.C.D. during each year of this Employment Contract. Additional membership fees may also be paid with the prior approval of the Board of Education. The maximum eligible amount will be \$1,500.00.

4. WORKSHOPS

The Assistant Superintendent shall be entitled to attend the Annual Workshop of the NJASBO/NJASA/NJSBA and annual workshop of NJASA, one national conference of his choice per year, and seminars with the permission of the Superintendent and as approved by the Board of Education. The Board shall pay the Assistant Superintendent's registration, travel, lodging expenses and meals. The maximum eligible reimbursement will be \$1,500.00 and shall be in compliance with Board policy; N.J.S.A. 18A:11-12; OMB Circulars, and N.J.A.C. 6A:23A-3.1(e)3.

5. TUITION REIMBURSEMENT

The Assistant Superintendent, with prior approval from the Superintendent, shall take graduate level courses at an accredited college or university and shall be entitled to

tuition cost reimbursement from the Board. The maximum reimbursement per fiscal year shall be limited to the lesser of the actual tuition cost or the cost of twelve (12) graduate credits at Rowan University. Tuition reimbursements will be provided in accordance with NJAC 6A:23A-3.1(e)16 including the requirement for the courses to lead to a graduate degree from an institution accredited under NJAC 6A:9-2.1.

If the Assistant Superintendent resigns within one (1) year after the last tuition reimbursement he shall repay the District 100% of tuition paid; within two (2) years 75% of tuition paid; within three (3) years 50% of tuition paid; and within four (4) years 25% of tuition paid. After the fourth year no repayment will be required.

6. COMPENSATION

The Board shall pay the Assistant Superintendent an annual salary of **\$145,620 with an additional \$3,500 for Early Childhood Development Oversight from July 1, 2021 to June 30, 2022.**

7. SCHOOL CALENDAR

The Administrator shall be entitled to the following holidays:

- New Year's Day, Good Friday, Memorial Day; July 4th; Labor Day; Thanksgiving; the day after Thanksgiving; Christmas Eve; Christmas Day; the day after Christmas; New Year's Eve
- and the following holidays, unless these days are scheduled as school days for students: Martin Luther King, Jr Birthday; President's Day; Columbus Day; NJEA Convention Days
- Other single days school is not in session as noted on the Board adopted calendar for the school year. Consecutive days not in session are considered school vacations.

8. BENEFITS

Medical Health Benefits: The Board will provide coverage for both Administrator and his family in the AETNA Patriot V Medical Health Benefit plan. The Administrator shall only be entitled to the Patriot V plan and must pay 35% of the premium, but may elect the Patriot X plan by paying the premium difference of the two plans through payroll deduction. If the Administrator elects the Patriot X plan, he shall pay the difference between patriot V and X as well as 35% of the patriot V plan cost, which represents the Chapter 78; P.L. 2011 contribution for year 4.

Cafeteria Plan: The Board will maintain a Section 125 Plan to allow deduction of employee health benefit premium contributions on a pre-tax basis.

Prescription Plan: The Board shall provide the Assistant Superintendent and his family with a co-pay prescription plan. The Board shall provide the base prescription plan which includes \$10 generic prescriptions, \$30 preferred prescriptions, and \$50 non-preferred prescriptions.

Opt Out: If the Administrator opts out of medical benefit coverage for a full school year she shall receive the following payments in lieu of benefits on June 30th:

Family Coverage = \$5,000.00

Parent/Child Coverage = \$2,500.00

Employee/Spouse = \$2,500.00

Disability Insurance: The Board will pay up to \$1,000.00 per school year for Disability Plan with a provider of the Board's choice.

Dental: The Board shall provide the Assistant Superintendent and his family with the Delta Dental plan. The Administrator shall pay 35% of the Delta Dental plan cost, which represents the Chapter 78; P.L. 2011 contribution for year 4.

Vacation: The Administrator shall receive twenty (20) vacation days per fiscal year. All vacation days shall have prior approval of the Superintendent. Not more than five (5) consecutive vacation days may be taken during the school year unless approved by the Superintendent. The Administrator shall be permitted to carry vacation leave for up to one year, where required by business demands. Vacation days carried over from previous years that remain unused after one year are forfeited. These days shall have a per diem rate of 1/260th of the annual salary and shall be consistent with *Title 18A:30-9*. In the event of the death of the administrator, all unused vacation days will be paid to the administrator's estate.

Personal Days: The Assistant Superintendent shall receive three (3) personal days per fiscal year. All unused personal days will be transferred to sick days on June 30th of each year. Unused personal days may be converted to family illness days to a maximum of 5 family illness days.

Sick Days: The Assistant Superintendent shall receive twelve (12) sick days per fiscal year. All unused sick days as of June 30th of each year may be carried over to the next fiscal year and accumulated from year to year.

Authorized Absence Other than Sick Leave:

1. Bereavement Days:
 - a. Up to five (5) days at any one time in the event of the death of an Assistant Superintendent's parent, spouse, child, legal guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, or any other member of the immediate household. Bereavement leave may be taken on a non-consecutive basis provided that the leave is used within one calendar month of the date of death and that the leave is approved by the Superintendent.
 - b. Two (2) days will be granted for brother-in-law, sister-in-law, son-in-law, and daughter-in-law. Bereavement leave may be taken on a non-consecutive basis provided that the leave is used within one calendar month of the date of death and that the leave is approved by the Superintendent.
2. Subpoena – The Assistant Superintendent subpoenaed by an official or department of government or by Court Clerk (not an attorney) as a witness, will be granted the

day's leave necessary to serve as a witness (not an observer), and the differential payment will be made between the employee's regular contracted salary and the court's per diem stipend. Except no differential payment shall be made in those cases when the employee and the Board are legal adversaries. The Assistant Superintendent must submit a copy of the subpoena prior to the approval of the leave.

Other Benefits: The Board shall provide and pay for the following:

- a. Smart cell phone and tablet and hardware for District business and incidental personal use;
- b. A laptop computer with necessary peripheral devices for District business transacted at home and incidental personal use. This includes a wireless device on the District's cellular network for conducting District business.
- c. Mileage reimbursement for the use of the Administrator's personal vehicle in performance of his duties under this Employment Contract. Mileage reimbursement shall be in compliance with Board policy; N.J.S.A. 18A:11-12; OMB Circulars, and N.J.A.C. 6A:23A-3.1(e)3.

It is understood that such District equipment shall remain the property of the Board of Education and shall be returned to the District upon the termination or expiration of this Employment Contract

9. SEPARATION FROM SERVICE

Unused Vacation: Upon retirement or resignation the Assistant Superintendent shall be entitled to payment of unused vacation days. This includes any unused carryover from the previous year. Any unused vacation days from the twenty (20) vacation days granted on July 1 of the current fiscal year shall be prorated to the date of separation. These days shall have a per diem rate of 1/260th of the annual salary and shall be consistent with Title 18A:30-9.

Unused Sick Time: Upon retirement from the Burlington Township School District, the Assistant Superintendent shall be eligible to redeem unused sick leave at the rate of \$50.00 per day with a maximum of 325 days. After the Assistant Superintendent reaches his 15th year in the District this rate will go to \$100 per day with a maximum of 325 days. Any payment made shall not exceed fifteen thousand dollars (\$15,000) for sick days earned after June 2008.

10. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose while the Assistant Superintendent was acting within the scope of his employment; and, as such liability coverage is within the authority of the Board to provide under State law.

11. AGREEMENT AND SAVING CLAUSE

This contract embodies the whole agreement between the Board and the Assistant Superintendent and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought. 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 the contract not affected by such a ruling, shall remain in force.

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Burlington Township Board of Education at its meeting of **May 12, 2021** and has been made a part of the minutes of that meeting.

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

By _____ Date _____
Assistant Superintendent for Special Education

By _____ Date _____
Board of Education President

By _____ Date _____
Board of Education Witness (Negotiations Committee Chair)