

**AGREEMENT BETWEEN THE**  
**WASHINGTON TOWNSHIP BOARD OF EDUCATION**  
**and the**  
**ASSISTANT SUPERINTENDENT of SCHOOLS**

July 1, 2018-June 30, 2019

This employment agreement is made and entered into this 1<sup>st</sup> day of July 2018 by and between the Washington Township Board of Education (hereinafter referred to as the "Board") and the Assistant Superintendent, Dr. Jolene R. Battitori, (hereinafter referred to as the "Assistant Superintendent").

This contract incorporates the entire understanding between the Board and the Assistant Superintendent on all matters which were, or could have been, subject to negotiations. During the term of this contract, neither side shall be required to negotiate with respect to any such matter whether or not covered in this contract and whether or not within the knowledge or the contemplation of either or both of the parties at the time they negotiated or executed this contract.

This contract shall not be modified in whole or in part by the parties except by an instrument in writing approved and duly executed by both parties.

The parties agree as follows:

- I. **TERM:** The terms and conditions of this agreement shall be for a period commencing on July 1, 2018 and ending June 30, 2019.
- II. **PROFESSIONAL CERTIFICATION:** The Assistant Superintendent shall at all times hold the appropriate New Jersey School Certification. This contract shall be null and void if the Assistant Superintendent's certificate is revoked.
- III. **COMPENSATION:**
  - 3.1 **Salary:** Compensation shall be an annual salary of \$152,685 (reflecting a 3% increase from the prior year).
- IV. **BENEFITS:**
  - 4.1. **Vacations:** The Assistant Superintendent shall be granted 27 days of vacation annually exclusive of school holidays. Vacation days are exclusive of weekends and holidays as defined in section 4.2 of this article. Such days are earned at a rate of 2.25 per month of employment with the district. All vacation days shall be scheduled to minimize disruption of the district operations. The Assistant Superintendent and the Superintendent shall mutually agree on the scheduling of vacations. The Assistant Superintendent may accumulate a maximum of 10 vacation days for use in the year following the year in which it normally would be taken when business demands warrant. In any single year, the maximum amount of vacation days available from roll-over will be capped at 10. Unused days above the 10 which may be carried over will be lost and no compensation for them will be given. Upon separation from employment for reasons of retirement in good standing, any unused vacation days accumulated under this provision shall be payable to the employee or in the event the Assistant Superintendent dies during the course of this contract shall be payable to his/her estate at a per diem rate of 1/260 of the Assistant Superintendent's salary. The maximum vacation day payout allotment shall be equal to 37 days.
  - 4.2 **Holidays:** The Assistant Superintendent shall be granted off all days on which schools are closed, including winter and spring breaks.
  - 4.3 **Sick Days:** The Assistant Superintendent shall be granted twelve sick days per year. Any unused sick days at the end of the year are cumulative. Upon retirement in good standing, the Assistant Superintendent shall receive reimbursement for unused sick days upon retirement in good standing at 100% of his/her unused sick days at the daily rate of \$200 with a maximum cap of \$15,000.

4.4. **Personal Days:** The Assistant Superintendent shall be allowed five (5) personal days per year to be used for reasons other than sick leave. Such allowance shall not accumulate from year to year, and there is no credit or payment associated with unused personal or family illness days.

4.5. **Death in Family:** The Assistant Superintendent will be allowed a paid leave of absence for the bereavement upon the death of a family member as follows: immediate family (spouse/partner, father, mother, child, or other relative living with the family) 3 days leave. At the discretion of the Superintendent, up to 2 additional days may be granted. Close relative not living with the family (brother, sister, in-law, grandparent, grandchild) 2 days leave. Distant relative, 1 day leave.

4.6 **Health Benefits**

1. The Administrator shall receive health (medical and prescription) and dental insurance benefits for herself and her family members under the Board's group health insurance programs.
2. VSP Signature Plan will be offered with the premium to be paid for by the Assistant Superintendent should she choose to participate. The Assistant Superintendent will be given the option of having the premiums included in a Section 125 premium only plan.
3. The Assistant Superintendent may waive medical and prescription insurance to which she may be eligible under this contract. If the Administrator elects to waive medical and prescription insurance, she shall receive payment in two installments (December and June) each equal to 25% for a total of 50% of the annual insurance premium for the waived health and prescription insurance. The Assistant Superintendent may opt back in within 30 days of a life changing event, otherwise, each year during open enrollment. Section 125 plan for this program will be in place.

4. Coverage will be continuous until a replacement agreement is in effect.

The Assistant Superintendent shall contribute to the cost of her health benefits package in accordance with NJ law. For the purposes of this calculation, salary shall be determined based on pensionable wages.

The Board shall provide medical, prescription, and dental insurance coverage for all full-time employees and those working twenty-five (25) hours or more per week, and their families.

4.7. **Car Allowance:** The Assistant Superintendent shall receive a monthly allowance of Fifty Dollars (\$50) for use of her personal vehicle for District business. The amounts payable to the Assistant Superintendent under this provision shall be subject to all applicable taxes and deductions at the source of wages.

4.8. **Professional Allowance:** The Board will pay the Assistant Superintendent's dues for membership in her appropriate county, state and national professional organizations, up to a maximum of three organizations.

4.9 **Liability Insurance:** The Assistant Superintendent will be covered under the Board's liability insurance policy.

4.10. **Cell Phone:** As the Board requires the Assistant Superintendent to be accessible 24 hours, 7 days a week, the Board will reimburse the Assistant Superintendent up to \$60 per month towards maintaining a cell phone or the cost of her monthly plan, whichever is less.

**V. PROFESSIONAL GROWTH**

5.1 The Board will pay up to \$3,000 for the Assistant Superintendent to attend one or more state or national conferences per year as approved by the Superintendent. All payments will be made in accordance with the OMB circular issued by the State of NJ and Board policy.

5.2 Any approved expenses will be paid in accordance with Board Policy.

**5.3 Graduate Tuition Reimbursement**

The Board will pay each year of the agreement up to \$5,000 for tuition, books, and fees associated with graduate or post-graduate coursework (taken at a college or university of the Assistant Superintendent's choice) and/or the Assistant Superintendent's participation in the New Jersey School Administrator Residency Program subject to approval by the Superintendent of Schools. Reimbursement for college/university tuition shall be at the current Rutgers University per credit rate.

Eligibility for reimbursement as referenced above, is subject to the following:

- (a) Must be an accredited college or university.
- (b) Courses must be for credit (unless post-doctoral work).
- (c) Courses must be part of an anticipated earned degree.
- (d) Must satisfactorily complete the coursework and/or program.
- (e) Must remain in the District for two years following completion of course work or program or return all reimbursement monies to the District within thirty days of separation.

**5.4 Performance Evaluation**

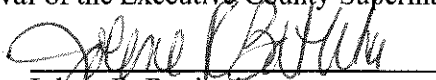
The annual performance evaluation of the Assistant Superintendent shall be completed by the Superintendent.

**VI. MODIFICATION:** The terms and conditions of this employment agreement shall not be modified except by written consent of both parties hereto and are subject to prior approval by the Executive County Superintendent.


**VII. NOTIFICATION:** The Assistant Superintendent agrees that she shall not terminate this agreement except upon giving the Board at least sixty (60) days' prior written notice of such election to terminate.

**VIII. SAVINGS CLAUSE:** If, during the course of this contract, it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the contract not affected by such ruling shall remain in force.

**IX. ENTIRE AGREEMENT:** This employment agreement is the entire agreement between the parties regarding the matters covered by this Employment Agreement. No other agreement, statement, or promise is made by any party, or by any employee, officer, or agent of any party, which is not contained in this Employment Agreement, shall bind or be enforceable by either party. Subsequent modifications to this Employment Agreement must be made in writing and signed by the party to be charged and are subject to the prior approval of the Executive County Superintendent of Schools.

  
Jolene R. Battitori  
Assistant Superintendent

6/22/2018  
Date

  
Kathleen Koop, President  
Washington Township Board of Education

JUNE 19, 2018  
Date