



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
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GOVERNOR

SHEILA Y. OLIVER
LT. GOVERNOR

ANGELICA ALLEN-MCMILLIAN ED.D.
ACTING COMMISSIONER

ROGER A. JINKS
INTERIM EXECUTIVE COUNTY
SUPERINTENDENT

September 1, 2022

Mr. Ronald Conti
Board President
Randolph Township School District
25 School House Road
Randolph, New Jersey 07869

Dear Mr. Conti:

I have reviewed the employment contract for Jennifer Fano, Superintendent, in accordance with N.J.A.C. 6A: 23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2022 through June 30, 2027.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

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

If there are any changes to the terms of this contract, you will need to submit it to me for review and approval prior to the required public notice and hearing of such changes.

Please submit a signed copy of the contract to my office within 10 days of its approval.

Sincerely,

Roger A. Jinks
Interim Executive County Superintendent

c: Stephen Frost, School Business Administrator/Board Secretary

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 13th day of September, 2022 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 and Ms. Fano are parties to an employment contract dated July 1, 2020 through June 30, 2024; and

WHEREAS, the parties hereby mutually rescind that contract and enter into a five (5) year contract retroactive to July 1, 2022; 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, 2022 and ending June 30, 2027.

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 certifications 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

During the 2022-23 school year the Board shall pay the Superintendent an annual salary of Two Hundred Forty-Four Thousand, Six Hundred and Eighty-Six dollars (\$244,686.00), which includes the Five Thousand Dollar (\$5,000.00) high school salary increment, pursuant to N.J.A.C. 6A:23A-1.2. The Superintendent shall receive a two percent (2%) salary increase in each subsequent year of the contract. This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff.

5. ANNUITY

Commencing in the 2023-24 school year and each year thereafter, the Superintendent shall have the right to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code. The Board shall match up to six percent (6%) annually and contribute those matching funds to the annuity or mutual fund investment selected by the Superintendent.

6. HEALTHCARE BENEFITS

The Superintendent shall be entitled to the following insurance benefits at the cost of the Board:

Enrollment in the District's hospitalization and medical insurance program, dental insurance program and prescription insurance program, including family coverage, if applicable. As the Superintendent was employed prior to July 1, 2020, she shall be entitled to enroll in any plan the Board offers. Contributions towards the cost of insurance premiums shall be the top-tier contribution requirements of P.L. 2011, c. 78, or those subject to P.L. 2020, c.44 as may be applicable. Should the Superintendent elect to enroll in a high-deductible health insurance plan, and in recognition of the significant cost savings to the Board, the Board shall fund the Superintendent's health savings account to the maximum allowed each year. Such contributions on behalf of the Superintendent shall immediately vest. Contributions shall be made each payroll, at a rate of 1/24 of the annual maximum.

7. VACATION

Superintendent shall be granted twenty-two (22) 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-two (22) vacation days not used because of business demands may be carried over into the subsequent year of this contract. Unused earned vacation days will be paid upon separation from employment in accordance with Article 11, *infra*.

8. HOLIDAYS

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

9. SICK DAYS

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

10. BOARD POLICY 4127

In no event shall the Superintendent receive lesser terms and conditions of employment than those provided to the District's Confidential and non-represented administrative staff in accordance with Board Policy 4127.

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. AUTOMOBILE EXPENSES/TRAVEL

In lieu of reimbursement for actual mileage on a per-mile basis, the Board agrees to provide a monthly vehicle allowance for regular business travel for the Superintendent's use of her personal vehicle within the District of \$125 per month. The Board further agrees to reimburse the Superintendent for her actual mileage for travel to professional events and activities outside of Randolph subject to state law, state regulations and applicable OMB Circulars. Tax treatment of this benefit shall be consistent with IRS regulations.

14. PROFESSIONAL MEMBERSHIPS, 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 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. 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 \$75.00 per month (up to a maximum of \$900.00 per year) for the phone usage charges.

16. INDEMNIFICATION

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

17. DISTRICT GOALS AND OBJECTIVES

On or before August 1st 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.

18. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per year, on or before July 1st 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.

19. 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.0

20. 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 least one-hundred fifty (150) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent, at least one-hundred fifty (150) 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.*

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 FANO
Superintendent

BY: 

RONALD CONTI
Board President

WITNESS:


Stephen Frost, Bd. Sec./Bus. Admin.

BY: 

Date: 9/13/22

Date: 9/13/22

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SUPERINTENDENT

Detailed Statement of Contract Costs

District: RANDOLPH TOWNSHIP SCHOOL DISTRICT					
Name: Jennifer A. Fano					
Date BOE Authorized Submission to County Office					
District Grade Span	K - 12				
On Roll Students as of 10-15					
	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2022-23	2023-24	2024-25	2025-26	2026-27
Salary					
Salary	\$ 244,686	\$ 249,580	\$ 254,571	\$ 259,663	\$ 264,856
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary	\$ 244,686	\$ 249,580	\$ 254,571	\$ 259,663	\$ 264,856
Additional Salary					
Quantitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Compensation - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary	\$ 244,686	\$ 249,580	\$ 254,571	\$ 259,663	\$ 264,856
Board Contribution for Cost of Premiums for:					
Health / Prescription Insurance	\$ 9,776	\$ 9,776	\$ 9,776	\$ 9,776	\$ 9,776
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617
Vision Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Long-term Care Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe: Health Spending Account	\$ 3,900	\$ 4,100	\$ 4,300	\$ 4,500	\$ 4,700
Waiver of Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Board Contribution for Cost of Premiums	\$ 14,293	\$ 14,493	\$ 14,693	\$ 14,893	\$ 15,093
Employee contribution to health benefits as per law	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638
Total Health Benefit Compensation	\$ 10,655	\$ 10,855	\$ 11,055	\$ 11,255	\$ 11,455
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Tuition Reimbursement	0.00	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -

Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900
Computer for Home use, including supplies, maintenance, internet	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Other - Describe: 403B Matching	\$ -	\$ 14,975	\$ 15,274	\$ 15,580	\$ 15,891
Total Other Compensation	\$ 11,000	\$ 25,975	\$ 26,274	\$ 26,580	\$ 26,891
<u>Sick and Vacation Compensation</u>					
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 28,233	\$ 28,798	\$ 29,374	\$ 29,961	\$ 30,560
Total Sick and Vacation Compensation	\$ 43,233	\$ 43,798	\$ 44,374	\$ 44,961	\$ 45,560
TOTAL CONTRACT COSTS	\$ 309,574	\$ 330,207	\$ 336,274	\$ 342,458	\$ 348,763

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