

EMPLOYMENT AGREEMENT

between the

MOUNTAIN LAKES BOARD OF EDUCATION

and

IVONNE CIRESI  
ASSISTANT SUPERINTENDENT

for the period

JULY 1, 2023 THROUGH JUNE 30, 2024

**EMPLOYMENT AGREEMENT**

This AGREEMENT made this 15<sup>th</sup> day of June, 2023, between the MOUNTAIN LAKES BOARD OF EDUCATION (hereinafter referred to as the "Board"), which has its offices located at 96 Powerville Road, Mountain Lakes, New Jersey 07046, and IVONNE CIRESI (hereinafter referred to as "Ciresi" and "Assistant Superintendent").

**WITNESSETH:**

WHEREAS, the Board is desirous of employing Ciresi in the position of Assistant Superintendent and Ciresi is desirous of accepting employment; and

WHEREAS, the Board and Ciresi are desirous of entering into an Employment Agreement which sets forth the terms and conditions of employment for the position of Assistant Superintendent; and

WHEREAS, N.J.A.C. 6A:23A-3.1(a) requires boards of education to execute written employment agreements with certain staff members, including Assistant Superintendents, which they must then submit to the Executive County Superintendent for review and approval.

NOW, THEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the Board and Ciresi agree to the following as the terms of the parties' agreement:

1. **EMPLOYMENT**

The Board hereby agrees to employ Ciresi as Assistant Superintendent for the Mountain Lakes School District



(hereinafter referred to as the "District") and Ciresi agrees to accept such employment for the period beginning on July 1, 2023 and ending June 30, 2024. The parties acknowledge that this Agreement must be approved by the Executive County Superintendent of Schools in accordance with applicable law and regulations.

2. **COMPENSATION**

a. The Board shall pay the Assistant Superintendent an annual prorated salary of One Hundred Seventy Eight Thousand Eight Hundred Seventy Nine Dollars (\$178,879) for the period beginning on July 1, 2023 and ending on June 30, 2024.

b. The Assistant Superintendent's salary shall be paid in installments of one-twenty fourth (1/24th) of the annual salary in accordance with the schedule of salary payments in effect for other certificated employees.

c. The Assistant Superintendent's annual salary shall be prorated for any partial year worked.

d. A day's salary is defined as 1/260<sup>th</sup> of the annual salary.

3. **PROFESSIONAL CERTIFICATION**

The Assistant Superintendent shall hold a valid, duly registered certificate issued by the State of New Jersey, Department of Education which would enable her to perform the duties of Assistant Superintendent for the duration of this Employment Agreement. At the time of signing this Employment



Agreement, the Assistant Superintendent represents that she possesses the requisite certification.

4. **DUTIES**

a. The Assistant Superintendent agrees to devote her full time skills, labor and attention to the duties of Assistant Superintendent and to give her best professional services and faithfully perform the duties of the Assistant Superintendent for the District as prescribed by the laws of the State of New Jersey, the regulations of the State Department of Education, the policies and regulations which were adopted and are revised by the Board, and the job description adopted by the Board for the position of Assistant Superintendent, which is incorporated into this Employment Agreement. Nothing contained herein shall, however, be interpreted as preventing the Board from revising the job description and imposing an obligation upon the Assistant Superintendent to perform the duties set forth therein provided that the new duties are consistent with the role of Assistant Superintendent.

b. The Assistant Superintendent shall report to the Superintendent of Schools and perform any other duties as required by the Superintendent of Schools.

5. **WORKING REMOTELY**

The Assistant Superintendent will be permitted up to five (5) work-from-home days, subject to approval by the



Superintendent of Schools. These days may only be used on days when school is not in session for students.

6. LEAVES OF ABSENCES

a. Sick Days. The Assistant Superintendent shall receive twelve (12) prorated sick days without deduction of pay per school year. Sick days shall be accumulative in accordance with N.J.S.A. 18A:30-3. Upon retirement from the District and subject to a maximum payment of Fifteen Thousand Dollars (\$15,000), the Board shall pay the Assistant Superintendent for her unused accumulated sick days at the rate of 1/260 of the Assistant Superintendent's then current salary. Payment due hereunder shall be made within thirty (30) days of the Assistant Superintendent's last day of employment.

b. Sick Leave Bank. A voluntary sick leave bank has been created and funded with accumulated sick days donated by the Assistant Superintendent and other administrators in the District, as permitted by N.J.S.A. 18A:30-10. The Assistant Superintendent and the other administrators covered by this sick leave bank may contribute a maximum of two (2) sick days per year of her available sick days. Contributions to the sick leave bank shall be irrevocable. The Assistant Superintendent shall not be entitled to reimbursement for and/or restoration of any sick days she contributed to the sick leave bank. The Assistant Superintendent is not required to participate in the sick leave bank.

c. Personal Leave. Up to three (3) non-cumulative personal days without deduction of pay per school year shall be allowed for personal reasons. Approval for personal leaves shall be in writing to the Superintendent of Schools three (3) school days in advance, unless the day is being taken due to an emergency. The use of personal days at the beginning or end of the student vacation periods or holidays is discouraged unless they are of an emergency nature.

d. Bereavement Leave. The Assistant Superintendent shall be granted up to five (5) days of paid absence immediately following the death of an immediate family member. Immediate family consists of spouse, spouse's parents, child, step-child, parent, brother, sister, or any other relative living as a member of the immediate household.

7. **HOLIDAYS**

The Assistant Superintendent shall be entitled to the following holidays with pay only when schools and offices are closed:

- Labor Day
- Rosh Hashanah
- Yom Kippur
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Good Friday

- President's Day
- Memorial Day
- July 4th

8. **VACATION**

a. The Assistant Superintendent shall be entitled to an annual vacation of twenty two (22) prorated working days per year which shall entitle her to 1.83 days per month. All of the vacation days shall be available for the Assistant Superintendent's use on July 1<sup>st</sup> of each year of this Employment Agreement.

b. The Assistant Superintendent shall take her vacation time after giving the Board one (1) week's prior notice. School vacations do not constitute time off for the Assistant Superintendent, unless she uses her leave time. The Assistant Superintendent may take vacation days during the school year, upon notice to the Superintendent of Schools. The Assistant Superintendent is expected to attend to the business of the District as required for the smooth and efficient operation of the District.

c. The Board encourages the Assistant Superintendent to take her full vacation allotment each year; however, not more than ten (10) vacation days may be carried over by the Assistant Superintendent from year to year. All days carried over must be used in the next year, or those days taken will be forfeited.

d. In the event that the Assistant Superintendent's Employment Agreement is terminated prior to its expiration,

unused vacation time shall be paid on a prorated basis of days accrued per month. In the event this Employment Agreement is not renewed, earned but unused vacation time will be paid at the Assistant Superintendent's daily rate of pay, based upon a 260 day work year, following her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Assistant Superintendent to use her full vacation entitlement.

9. **PROFESSIONAL DEVELOPMENT**

a. The Assistant Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Morris County Administrators Association and/or other organizations deemed important by the Assistant Superintendent and the Board. The Assistant Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at educational and leadership conferences, subject to Board approval and in accordance with Board policy, the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

b. The Assistant Superintendent shall attend the School Administrator Residency Program, which includes the New Superintendent's Academy and the Board shall pay all fees and costs associated with attendance of the program not to exceed One



Thousand Seven Hundred Fifty Dollars (\$1,750). The Board shall pay the cost for the Assistant Superintendent's state-mandated mentoring program to a maximum of Two Thousand Five Hundred Dollars (\$2,500). If the Assistant Superintendent voluntarily leaves the District prior to June 30, 2024, she shall reimburse the full amount of the Residency Program and state mandated mentoring fees paid by the Board.

c. The Board shall provide the Assistant Superintendent with tuition reimbursement for graduate level courses in a doctoral program at a duly accredited institution of higher education as required by N.J.A.C. 6A:23A-3.1(e)(15), to a maximum of \$15,000 for the 2023-2024 school year, provided that the Assistant Superintendent remains employed in the District through June 30, 2024. If the Assistant Superintendent voluntarily leaves the District prior to June 30, 2024, she shall be required to reimburse the Board for the full amount paid to her pursuant to this provision. No payment shall be provided by the Board without an official tuition bill. Notwithstanding the above, the Assistant Superintendent can only receive tuition reimbursement for a degree that is related to her current or future job responsibilities as required by N.J.S.A. 18A:6-8.5.

10. **HEALTH BENEFITS**

The Board shall provide the Assistant Superintendent with the following health benefits:

a. The Board shall provide the Assistant Superintendent with individual or family health benefits coverage. The Assistant Superintendent shall contribute towards the cost of her health insurance premiums in accordance with applicable law. In no case shall the Assistant Superintendent pay less than the 1.5% of base salary in accordance with *N.J.S.A. 18A:16-17* (P.L. 1979, c. 391). Such limitation shall in no way link this Employment Agreement with any agreement collectively negotiated with other District employees. The premium shall be paid by the Assistant Superintendent through payroll deduction.

b. The Assistant Superintendent is eligible for membership in the District's dental care plan. The Assistant Superintendent shall contribute towards the cost of her dental insurance premiums in the same amount as she contributes toward her health insurance premiums. The premium shall be paid by the Assistant Superintendent through payroll deduction.

c. The Assistant Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Assistant Superintendent will be paid the lesser of twenty five percent (25%) or Five Thousand Dollars (\$5,000) of the cost of said coverage of waiving such coverage. Any such payments will be in accordance with and are subject to applicable law and administrative regulation.

11. EXPENSE REIMBURSEMENT

a. The Board shall reimburse the Assistant Superintendent for expenses incurred for mileage and tolls when traveling outside the District and for travel within the District in the performance of her duties under this Employment Agreement. Mileage reimbursement will be the same as that permitted by the State's regulations regarding travel covered under the Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget. The Assistant Superintendent will provide the Board with appropriate records and receipts.

b. The Assistant Superintendent shall be reimbursed for cell phone usage relating to District business to a maximum of Forty Dollars (\$40) per month. As a condition to this reimbursement, the Assistant Superintendent must be reasonably available during non-work hours, and take reasonable measures to protect the confidentiality of District business being transmitted to and through said cell phone. This payment shall be subject to all applicable taxes and deductions at the source of wages.

12. EVALUATION

At least once each school year, the Superintendent shall evaluate the performance of the Assistant Superintendent, in accordance with *N.J.A.C. 6A:32-1 et seq.* In the event that the Superintendent of Schools determines the performance of the

Assistant Superintendent is unsatisfactory in any respect, the Superintendent of Schools shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Superintendent of Schools deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Assistant Superintendent. The Superintendent of Schools shall meet with the Assistant Superintendent to discuss the evaluation. The Assistant Superintendent shall have the right to respond to and comment upon the written evaluation, all in accordance with *N.J.A.C. 6A:32-1 et seq.* This response shall become a permanent attachment to the Assistant Superintendent's personnel file.

13. **CRIMINAL HISTORY CHECK**

The Assistant Superintendent shall be subject to a criminal history record check as set forth in *N.J.S.A. 18A:6-7.1* to 7.5 and shall furnish the Board with verification of same. The Assistant Superintendent shall bear the cost for the criminal history record check. The Assistant Superintendent shall also be subject to the employment history review set forth in *N.J.S.A. 18A:6-7.6 et seq.*, which requires the authorization for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

14. RENEWAL OF EMPLOYMENT OF AGREEMENT

The BOARD shall notify the Assistant Superintendent in writing by May 15, 2024, whether or not her Employment Agreement will be renewed.

15. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated for the following reasons:

a. Mutual Agreement by the Parties

This Employment Agreement may be terminated by mutual agreement of the parties.

b. Notice

This Employment Agreement may be terminated by either party for any reason whatsoever by furnishing the other party with written notice sixty (60) days in advance of any intended severance of this Employment Agreement.

c. Discharge for Cause

Discharge for cause which shall constitute conduct which, including but not limited to neglect of duty, inefficiency or incompetence. Notice of discharge for cause without sixty (60) days' notice shall be given in writing and the Assistant Superintendent shall be entitled to appear before the Board to discuss such causes. If the Assistant Superintendent chooses to be accompanied by legal counsel at such meetings, she shall bear any costs incurred for her representation. Such meeting shall be conducted in Executive



Session. The Assistant Superintendent shall be provided a written decision describing the results of the meeting.

16. **MODIFICATION CLAUSE**

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval of the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term, but shall only constitute an amendment to the existing Employment Agreement.

17. **REVOCATION CLAUSE**

The parties hereto agree that in the event the Assistant Superintendent's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the Assistant Superintendent is lawfully precluded from performing her duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Assistant Superintendent's employment shall cease.

18. **SAVINGS CLAUSE**

If, during the term of this Employment Agreement, it is found that a specific clause of this Employment Agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such a ruling shall remain in full force and effect. The parties hereto represent to each other that they



fully understand the terms and conditions of this Employment Agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

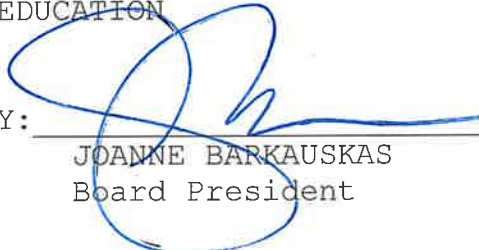
**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

WITNESS:

  
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ALEX FERREIRA  
School Business Administrator/  
Board Secretary

Dated: 6.12.23

MOUNTAIN LAKES BOARD OF  
EDUCATION


  
BY: \_\_\_\_\_  
JOANNE BARKAUSKAS  
Board President

Dated: 6-12-23.

WITNESS:

  
\_\_\_\_\_  
ALEX FERREIRA  
School Business Administrator/  
Board Secretary

Dated: 6/16/23

  
\_\_\_\_\_  
IVONNE CIRESI  
Assistant Superintendent

Dated: 6/16/23

