

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2023 by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF COLTS NECK, located in Monmouth County, New Jersey, (sometimes hereinafter referred to as "Board"), and VINCENT S. MARASCO (sometimes hereinafter referred to as the "School Business Administrator/Board Secretary").

WITNESSETH:

WHEREAS, the said Vincent S. Marasco desires to serve the Board as the School Business Administrator/Board Secretary (hereinafter referred to as the "School Business Administrator") on the terms and conditions set forth herein below:

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein below and intending to be legally bound hereby, the parties hereto agree as follows:

1. EMPLOYMENT

The Board hereby agrees to employ the said Vincent S. Marasco, as the School Business Administrator/Board Secretary for the specified term in accordance with all other terms and conditions set forth in this Agreement. The School Business Administrator / Board Secretary agrees to perform his duties as School Business Administrator/Board Secretary at the salary for the specified term and in accordance with all other terms and conditions set forth in this Agreement.

2. TERM

The parties agree that the term of this Agreement shall be for the period beginning on July 1, 2023 and extending to June 30, 2024.

3. SALARY

The Board agrees to pay the School Business Administrator/Board Secretary a salary of One Hundred Sixty-Six Thousand, Three Hundred and Twenty-Eight Dollars (\$166,328) for the period of July 1, 2023 through June 30, 2024. This contract is in consideration of the School Business Administrator/Board Secretary's faithful performance of his duties and obligations pursuant to this Agreement. Said cumulative annual salary shall be paid in equal installments in accordance with the policy of the Board presently prevailing, or as it may be amended from time to time, that governs the payment of professional staff members in the District who serve for twelve (12) months in each fiscal year.

If the configuration of the District should change during the term of this contract, the School Business Administrator/Board Secretary and the Board will negotiate the impact of that change. Any such change shall be in the form of a written amendment to this Agreement that shall be executed by the Board and the School

Business Administrator/Board Secretary and which shall become a part of this Agreement after approval of the Monmouth County Executive County Superintendent.

4. **DUTIES**

1. The duties of the School Business Administrator/Board Secretary shall be those which are required by the laws of the State of New Jersey, those that are set forth in the Job Description for the School Business Administrator/Board Secretary, and those which may from time to time be prescribed and delegated by the Superintendent of the Colts Neck School District (hereinafter referred to as "Superintendent"). The Job Description of the School Business Administrator/Board Secretary may be modified from time-to-time after consulting with the School Business Administrator/Board Secretary and the Superintendent regarding proposed modifications to same, consistent with the intent set forth above. The School Business Administrator/Board Secretary agrees to devote his time, skill, labors, and attentions to the performance of said duties during the term of this Agreement. For all his services to the District, he shall accept as full payment the compensation provided for in this agreement.
2. The School Business Administrator/Board Secretary's duties shall also include:
 - i. Oversee the district's food service program.
 - ii. Oversee the district's safety programs as it relates to NJ Workers Compensation laws and Board Policy. Strengthen and manage practices in district regarding work-related injury reporting and prevention measures. Participate in regularly scheduled 'Safety Committee' meetings at each building level and apply for and execute available NJSIG sponsored Safety Grants.
 - iii. Oversee the maintenance and operation of the district's emergency alert system and visitor management system at each school.
 - iv. Participate in periodic meetings between Emergency Responders, Township officials and District officials regarding security/safety matters.

5. **INDEPENDENT PROFESSIONAL WORK**

During the term of this agreement, the School Business Administrator/ Board Secretary may lecture, consult, teach, write or engage in other educational activities that, in the Board's judgment, do not conflict with the interest of the District.

6. **CERTIFICATION**

The School Business Administrator/Board Secretary shall furnish, throughout the life of this contract, a valid and appropriate Certificate of Eligibility, Provisional and/or Standard Certificate to act as School Business Administrator in the State of New Jersey.

7. **TERMINATION**

This employment contract may be terminated by:

- a. Termination by the Board for cause in accordance with Title 18A statutes;
- b. Mutual agreement of the parties; or
- c. Resignation by the Business Administrator/Board Secretary upon (60) day's written notice to the Board.

8. **VACATION**

The School Business Administrator/Board Secretary shall receive twenty (20) days of vacation annually, exclusive of Saturdays, Sundays and legal holidays. Vacation days are credited to the School Business Administrator/Board Secretary's account and are available as of July 1, 2023. In addition, the Board will allow the School Business Administrator/Board Secretary to carry over up to five (5) unused vacation days due to business demands per N.J.S.A. 18A:30-9 in any one year for a cumulative total number of vacation days not to exceed twenty-five (25) in any one year.

The School Business Administrator / Board Secretary is encouraged to take the majority of all vacation days during the summer and during the year in which they are earned. Upon separation from employment with the district, the Board will pay all unused vacation days at the per diem rate (1/260th) of the School Business Administrator/Board Secretary's final salary.

It is the responsibility of the School Business Administrator/Board Secretary to provide a schedule of vacation time which will be subject to the approval of the Superintendent and whose approval thereof shall not be unreasonably withheld. If the School Business Administrator/Board Secretary dies before his employment contract is completed, payment for his unused accumulated vacation days shall be made to his estate.

9. **SICK LEAVE**

The School Business Administrator/Board Secretary shall be granted twelve (12) sick days annually. Sick leave shall be cumulative as provided by State or Board Policy. Upon retirement, the School Business Administrator/Board Secretary shall be compensated for accumulated sick leave under the following conditions:

- a. Following fifteen (15) consecutive years of service in the Colts Neck Township School District, the School Business Administrator/Board Secretary, upon retirement, shall be compensated at a rate of his current per diem for accumulated sick leave to a maximum of \$15,000.
- b. The School Business Administrator/Board Secretary's per diem rate shall be calculated as 1/260th of his then current salary.

In addition to the foregoing sick leave, the Board shall grant the School Business Administrator/Board Secretary a bank of fifteen (15) sick days. The use of these days is subject to the approval of the Superintendent, and they are not cumulative nor are they granted pursuant to the provisions of N.J.S.A. 18A:30-3.4. These days can be used only after the School Business Administrator/Board Secretary has first exhausted his sick leave earned on a cumulative annual basis and upon receipt of a physician's certification of a serious illness and has been absent a minimum of thirty (30) consecutive workdays; any exceptions may be appealed to the Board. Utilization of the Sick Leave Bank in any subsequent contract year shall be subject to the renewed approval of the Superintendent. As of the commencement of a new contract year, the School Business Administrator Board Secretary must exhaust all new entitlements for that year, including sick days, personal days, and vacation days prior to being eligible for use of the Sick Leave Bank. It is understood by and between the parties that no payment shall be made for any unused sick leave time granted the School Business Administrator/Board Secretary in the bank of fifteen (15) days referenced herein.

10. **PERSONNEL FILE**

- a. The School Business Administrator/Board Secretary has the right to review his personnel file upon request. An appointment should be made in advance to arrange a time for this review.
- b. Any complaints regarding the School Business Administrator/Board Secretary which are to be included in his file shall be made known to the School Business Administrator/Board Secretary. A copy of any written notation of a complaint that may be placed on file or forwarded to the Board must be given to the School Business Administrator/Board Secretary and he will have the right to answer such complaints individually or with representation of his choice. A dated file notation will be made by the person furnishing the School Business Administrator/Board Secretary with the aforementioned information and the School Business Administrator/Board Secretary will initial the notation to signify his receipt of same. In the event the School Business Administrator/Board Secretary refuses to initial receipt of the information, a file notation to that effect will also be made. The School Business Administrator/Board Secretary shall also have the right to append a written file notation with his own replies and reasons. Such an answer, if any, will be made within ten (10) calendar days

from the furnishing to the School Business Administrator/ Board Secretary of the complaint.

11. **OTHER TYPES OF LEAVE (PERSONAL, BEREAVEMENT, ETC.)**

The School Business Administrator/Board Secretary shall be entitled to the following temporary, non-accumulative leaves of absence with full pay for the school year. These are:

a. Personal

1. Four (4) days paid leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to and approval by the Superintendent for personal leave shall be made with as much advance notice as possible before taking such leave (except in the case of an emergency when notification will be made at the time of need).
2. Time necessary for appearance in any legal proceeding connected with the School Business Administrator/Board Secretary's employment, or with the school system, except an action by that School Business Administrator/Board Secretary, if the School Business Administrator/Board Secretary is required by law to attend will not be chargeable.

b. Family Death

1. In the case of the death of a member of the immediate family (spouse, parents, children, grandchildren, siblings, grandparents, and corresponding in-laws) wherever domiciled or any familial domiciled in the employee's residence, up to five (5) days total annually.
2. Up to three (3) days total annually in the event of death of other family members not residing in the household of the School Business Administrator/Board Secretary will be granted.
3. Additional leave for death may be granted upon approval of the Superintendent.

c. Other Leaves

1. Other leaves of absence with or without pay may be granted by the Board for good reason.
2. Jury duty will be granted with pay.

12. **PROFESSIONAL DAY/SCHOOL BUSINESS DAY**

- a. A professional day is to be defined as a day requested by the School Business Administrator/Board Secretary and approved by the Superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district and deemed relevant to the School Business Administrator's position. It is non-chargeable to any other leave under this Article.
- b. A school business day is to be defined as a day on which the Superintendent requests the School Business Administrator/Board Secretary to attend any of the above activities outside of the district. It is non-chargeable to any other leave under this Article.
- c. Attendance at meetings by the School Business Administrator/Board Secretary within the district will be considered no different than a regular school day.

13. **PROFESSIONAL DEVELOPMENT**

The Board expects the School Business Administrator/Board Secretary to continue his professional development. The Board further agrees to reimburse the School Business Administrator/Board Secretary, up to a maximum amount of \$2,750 for the actual costs of membership in one or more professional organizations which the School Business Administrator/Board Secretary chooses to join, provided that the School Business Administrator/Board Secretary obtains the prior written approval of the Superintendent and upon receipt of proof of payment by the Business Office either through vouchers or other means of payment. Approval shall be based upon the Superintendent's determination that such membership(s) shall aid the School Business Administrator/Board Secretary in his professional development. In addition, the School Business Administrator/Board Secretary may attend appropriate professional meetings at the local, state or national levels, with the approval of the superintendent, and the Board shall pay all reasonable costs of such attendance.

14. **EVALUATION**

The School Business Administrator/Board Secretary shall be evaluated by the Superintendent at least once a year as provided by State statutes. The timelines governing the evaluation process and its concluding date shall be governed by the Superintendent's evaluation instrument that includes soliciting input from the Board on the School Business Administrator's duties as Board Secretary.

15. **TUITION**

The Board agrees to reimburse the School Business Administrator/Board Secretary for the tuition of graduate course work at an accredited institution subject to the following:

- a. Graduate coursework must be approved, in advance, by the Superintendent in writing.
- b. The current Rutgers University tuition rate per graduate credit shall constitute the rate utilized for reimbursement.
- c. During each contract year the School Business Administrator/Board Secretary shall not be reimbursed for more than the cost of twelve (12) graduate credits.
- d. The tuition reimbursement rate shall be adjusted whenever Rutgers University increases its cost per graduate credit.
- e. The tuition reimbursement year would run from July 1st through June 30th of the contract year.
- f. The pursuit of more than twelve (12) credits per academic year may be approved by resolution of the Board, based on a prior written recommendation of the Superintendent.
- g. Upon successful completion and documentation of a grade of "B" or better in the approved course, payment will be made to the School Business Administrator/Board Secretary. In a case where a course is deemed to be a pass/fail course, the School Business Administrator/Board Secretary will receive reimbursement for obtaining a passing grade.
- h. Upon grades and receipts being received by June 30 of the current contract year, tuition reimbursement will be made to the School Business Administrator/Board Secretary no later than September 1, 2023.
- i. If the School Business Administrator/Board Secretary resigns less than one (1) calendar year from the anniversary date following the completion of any courses, he shall be obligated to repay the Board fifty percent (50%) of the costs of courses taken within the twelve (12) months preceding his resignation. If the School Business Administrator/Board Secretary resigns less than two (2) calendar years from the anniversary date following the completion of any courses, he shall be obligated to repay the Board twenty-five percent (25%) of the costs of courses taken within the twenty-four (24) months preceding their resignation.

16. **OTHER EMPLOYMENT BENEFITS**

The School Business Administrator/Board Secretary shall be provided with the employment benefits specified below:

- a. Paid holidays as provided in the twelve (12) month employee calendar.
- b. The School Business Administrator / Board Secretary shall be entitled to health, prescription, dental, and hospitalization insurance benefits as provided by the group plan in effect in the District, up to family health benefits coverage at his option. The School Business Administrator / Board Secretary shall contribute toward the premium costs for all such coverages set forth in tier 4 of P.L. 2011 Chapter 78, and any implementing regulations, regardless of any sunset provision contained therein. The premium contribution shall be paid by the School Business Administrator/Board Secretary through payroll deduction.

The School Business Administrator/Board Secretary may waive coverage in any of the benefit plans if covered through a spouse's health plan and in accordance with procedures established by the Board. The School Business Administrator/Board Secretary will be eligible for the stipend either upon the date of hire or during the open enrollment period in May of each year. The stipend will be paid at the end of each school year. It will be capped as follows based on a twelve (12) month premium:

- \$1,200 for Single Coverage
- \$1,700 for Parent and Child Coverage
- \$2,600 for Husband and Wife Coverage
- \$3,000 for Family Coverage

The stipend is subject to standard payroll taxes. Every effort shall be made to pay the stipend in June, but no later than August.

- c. Reimburse the School Business Administrator/Board Secretary for mileage costs incurred in the performance of his duties at the OMB rate (this rate is currently \$0.47 cents per mile).
- d. Reimburse the School Business Administrator/Board Secretary an amount equal to ninety-five dollars (\$95) per month towards the use of devices for electronic telecommunications. In consideration of the provision of said reimbursement, the School Business Administrator/Board Secretary shall have connectivity to be in contact throughout the district as well as when he is out of the district.

17. **PROFESSIONAL LIABILITY**

The Board agrees that it shall defend, hold harmless, and indemnify the School Business Administrator/Board Secretary from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual capacity as agent and/or employee of the Board, provided the incident arose while the School Business Administrator/Board Secretary was acting within the scope of his employment.

18. **REIMBURSEMENT OF EXPENSES**

The School Business Administrator/Board Secretary shall be reimbursed for all documented actual and reasonable expenses in the performance of his job (i.e., travel, tolls, mileage, etc.) per board policy, administrative code, and the current OMB regulations.

19. **NOTICES**

Any notice, report or demand required or permitted by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if it is sent by certified mail, return receipt requested, postage and charges prepaid, as follows:

As to the Board at:

Board of Education
Colts Neck Township
70 Conover Road
Colts Neck, New Jersey 07722

As to the School Business Administrator/Board Secretary at:

Vincent S. Marasco
29A Amboy Avenue
Metuchen, NJ 08840

20. **GOVERNING LAWS**

This Agreement shall be interpreted, construed and governed according to the laws of the state of New Jersey.

21. **SEVERABILITY**

The validity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

22. **ENTIRE CONTRACT**

The parties agree that this contract contains the entire understanding between the parties and that there are no representations, conditions, understandings, promises or consideration of any nature whatsoever, except as herein expressed.

23. **WAIVER**

Any waiver of any provision in this contract by the Board or School Business Administrator/Board Secretary shall not be deemed to be a waiver of any other or of a subsequent breach and shall not be construed to be a modification of the terms of the contract.

IN WITNESS WHEREOF, the Board has caused this Agreement to be executed and its seal to be affixed hereto, by its duly authorized officers and the School Business Administrator/Board Secretary has executed this Agreement by hereto setting his hand effective as of the day and year first set forth herein above.

**BOARD OF EDUCATION OF THE COLTS NECK
TOWNSHIP PUBLIC SCHOOL DISTRICT**

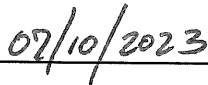


Heather Tormey, President

Date



Vincent S. Marasco, School Business Administrator/Board Secretary



Date