

**NORTH PLAINFIELD BOARD OF EDUCATION**

**NORTH PLAINFIELD, NJ**

**SUPERINTENDENT'S CONTRACT**

**THIS EMPLOYMENT CONTRACT** dated the 1st day of July, 2004, by and between the **NORTH PLAINFIELD BOARD OF EDUCATION**, with offices located in Somerset County at 33 Mountain Avenue, North Plainfield, New Jersey 07060 (hereinafter referred to as the "Board"), and **MARILYN ELGART BIRNBAUM FRIEDMAN**, [REDACTED] (hereinafter referred to as the "Superintendent").

**WITNESSETH:**

**WHEREAS**, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the schools;

**WHEREAS**, the Superintendent's last written Employment Contract expired on June 30, 2004;

**WHEREAS**, the Superintendent and the Board desire that this Employment Contract is necessary to describe specifically their relationship;

**WHEREAS**, the Board desires to continue to employ the Superintendent, and the Superintendent desires to accept continued employment with the Board, subject to the terms and on the conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth, the Board and the Superintendent agree as follows:

**1. TERM:**

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as

Superintendent of Schools for a "Term" commencing as of **July 1, 2004** and ending **June 30, 2009**.

**2. SUPERINTENDENT'S RESPONSIBILITIES**

The Superintendent shall be the chief executive and administrative officer of the Board and shall perform the duties of Chief School Administrator in and for the public schools of North Plainfield Borough as prescribed by the laws, rules and regulations of the State of New Jersey; by the policies and regulations made thereunder by the Board; and by the functions and duties as provided in the current job description for the position of Superintendent, a copy of which is attached hereto and incorporated herein by reference.

In the event that the Board increases the duties and functions of the Superintendent during the term of the Employment Contract, such as might be the case if the position of Assistant Superintendent were eliminated and a significant portion of the Assistant Superintendent's duties were made the responsibility of the Superintendent to perform or requiring that she otherwise take on the duties or title of any position, then the Board shall increase the Superintendent's compensation commensurate with the increased duties and responsibilities.

**3. COMPENSATION**

Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

**A. Salary:**

1. 2004-2005 Salary:

For the period July 1, 2004 through and including June 30, 2005, the Board shall pay the Superintendent based on a rate of ONE HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED SEVENTY-FOUR DOLLARS (\$166,174.00) PER ANNUM. The salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other professional staff members.

2. 2005-2006 Salary:

For the period July 1, 2005 through and including June 30, 2006, the Board shall pay the Superintendent based on a rate of \$\_\_\_\_\_, PER ANNUM. The salary shall be paid to the Superintendent in accordance with the schedule of salary payment in effect for other professional staff members.

3. Minimum Annual Salary Increases:

Commencing on July 1, 2005, and continuing on July 1 of each subsequent year of the Term of this Contract, the Board will grant the Superintendent a minimum annual percentage increase equal to, at a minimum, the greater of the annual percentage increase, granted to any other administrative employee of the Board or the annual percentage increase granted to any bargaining unit of the North Plainfield District.

4. Annual Merit Increases:

Additional merit increases, beyond the minimum increase set forth above, may be provided, based on the Superintendent's performance for the prior year. The Annual Merit Increases shall be granted on July 1, 2005, and on July 1 of each subsequent year of the Term of this Contract.

**B. Leaves**

1. Vacation:

a. The Superintendent shall be entitled to twenty-three (23) vacation days (excluding holidays and days when school is closed) per school year.

b. Up to one year's vacation entitlement may be carried over into the next year or for payment under paragraph (e) of this section.

c. In case of any year in which the Superintendent retires or resigns, vacation days earned shall be pro-rated for that year.

d. Unused, accumulated vacation days shall be converted to a cash payment at the time of retirement or severance, unless sooner converted to cash pursuant to subparagraph B(1)(e) below. Upon the Superintendent's separation from employment with the District, the Board shall pay all unused accumulated vacation days at a per diem rate. The per diem rate shall be determined by calculating 1/240th of the Superintendent's annual salary.

e. At any time during the term of this Contract, the Superintendent may exercise the option of converting her unused vacation days to salary on the basis of the Superintendent's then current per diem rate of pay. Whenever this option is exercised, the vacation days will be permanently removed from the Superintendent's record and/or annual entitlement.

2. Holidays

In addition to her vacation days, the Superintendent shall be entitled to time off with pay for all holidays as observed by the School District and to such other days off with pay as are established by the school calendar.

3. Sick Leave:

a. The Superintendent shall be allowed thirteen (13) days paid sick leave annually.

b. Unused sick days may be accumulated without limit.

c. Upon retirement, under the rules and regulations of the TPAF Pension fund, the Board shall provide compensation for accumulated sick days and accumulated personal days at the rate of Twenty-five percent (25%) of the Superintendent's then prevailing per diem salary rate. Upon severance, the Board shall provide compensation for accumulated sick days and accumulated personal days at the rate of Twenty-five percent (25%) of the Superintendent's then prevailing per diem salary rate, up to a maximum of Twenty-thousand Dollars (\$20,000). The per diem rate shall be determined by calculating 1/240th of the Superintendent's annual salary.

4. Personal Leave:

a. The Superintendent shall be granted three (3) days of absence with pay annually for personal or family matters which require absence during school hours, to be used at her discretion.

b. Unused personal or family leave shall accumulate as sick leave.

5. Bereavement Leave

In addition to personal leave, the Superintendent shall be granted five (5) days leave with pay for the purpose of attending to matters immediately following the death of an immediate family member, such as spouse, parent, other member of the immediate household, child, step-child, grandchild, step-grandchild, grandparent, sibling, parent-in-law, niece, or nephew. In the case of any other family member, two (2) days of bereavement leave shall be granted.

#### 6. Temporary Leaves

In addition, the Superintendent shall be granted any other temporary leave benefits with pay as provided to other administrative employees or bargaining units of the District.

Any increased leave benefits for other administrative employees or bargaining units in the District that may be developed during the Term of this Contract will be extended to the Superintendent, provide, however, that none of the entitlements to leave set forth in this Section B may be decreased.

#### C. Medical Benefits

The Board shall provide, at a minimum, and at no cost to the Superintendent, the following:

1. Enrollment in the other District administrative employees or bargaining units' July 1, 1999 benefit level of the traditional plan of the State Health Benefits' hospitalization and medical insurance, with full family coverage; dental insurance; prescription insurance, with full family coverage; and long term disability, fully paid by the Board. The Board agrees to continue to provide the same level of insurance coverage in effect as of July 1, 1999 for the duration of the Term of this Contract, notwithstanding any decrease in coverage for any other administrative employees or bargaining units in the District, either by separately purchasing the same insurance benefits for the Superintendent or by reimbursing the Superintendent for her contribution for any increase in co-pays, additional out-of-pocket costs, or deductibles that result from any such future change(s) in benefits.
2. During the Term of this Contract, the Superintendent shall be entitled to participate in and receive all benefits under any welfare benefit plan or program (including, without limitation, medical, dental, disability, group

life), any retirement savings plan or program (including, without limitation, 401(k) and pension plans), and such other perquisite of office as the Board may, from time to time, make available to other Administrative employees or bargaining units in the District; notwithstanding any such change(s) in welfare benefits plans or programs and the like applicable to employees or bargaining units in the District, in no event shall any benefit or other perquisite granted to the Superintendent pursuant to this Contract, or otherwise, be reduced.

3. The Superintendent shall during the term of her employment undergo an annual physical examination by a licensed physician of her choice. The Board shall pay the entire cost of this examination.
4. Reimbursement of up to \$2,000 annually for dental expenses for the Superintendent to the extent not reimbursed by applicable medical and dental insurance plans. This benefit shall be extended for the lifetime of the Superintendent.
5. The Board agrees to consider the implementation of a family dental plan for the Superintendent based upon the information to be provided to them by the current plan provider.
6. Reimbursement of up to \$750 annually for family visual care expenses not otherwise reimbursed by the medical plan. This benefit shall be extended for the lifetime of the Superintendent.

**D. Other Insurance**

1. Disability Income Protection Insurance

The Board shall purchase a disability income policy for the Superintendent that will provide a monthly income, as provided for the UNUM Long Term Disability Policy in effect as of July 1, 1999, to the Superintendent in an amount equal to at least Sixty Percent (60%) of her then current salary in the event she becomes disabled. The Board agrees to continue to provide the same level of insurance coverage in effect for the duration of the Term of this Contract. Any changes in increased insurance benefits for other Administrative employees or bargaining units in the District that may be developed will be extended to include the Superintendent.

## 2. Liability Insurance

a. The Board agrees to provide liability coverage for the Superintendent under the Board's liability insurance policy in an amount equal to the greater of that provided to the Board members or that provided to the District's other employees.

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

c. The Board will provide the Superintendent with professional liability insurance. The premiums for such coverage will be paid by the Board.

d. If, in the good faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel, in which event, the Board shall indemnify the Superintendent for the costs of legal defense as permitted by state law.

e. The foregoing indemnification provisions are in addition to, and not in derogation of any statutory, equitable, or common-law remedy the Superintendent may have.

## 3. Life Insurance

The Board shall purchase and pay the annual premiums of a term life insurance policy selected by the Superintendent in the amount equal to two and one-half times the base annual salary of the Superintendent. During the term of this contract and the Superintendent's employment with the Board, two-thirds of the benefits shall be paid to the Superintendent's beneficiary; one-third of the benefits shall be paid to the Board as beneficiary. Upon retirement, the Superintendent shall own the policy, and the Superintendent shall take the entire policy and be responsible for the

premiums. The Board's interest as a beneficiary shall terminate and the Superintendent shall have the right and option of choosing the beneficiary.



**4. OTHER NON-SALARY COMPENSATION**

The Board shall provide the Superintendent with all other non-salary economic and non-economic benefits granted to the District's administrators, teachers, and/or other employees at Board expense. In addition, the Superintendent shall receive:

**A. Convention Attendance**

Expenses for meals, lodging, registration, and transportation for up to four (4) State or national conventions per year of recognized educational associations shall be paid for/reimbursed by the Board.

**B. Workshop/Seminar/Institute Attendance**

Expenses for meals, lodging, registration, and transportation for workshops, seminars, and institutes to enhance her knowledge and expertise in the field of education and administration, such as Harvard's Superintendent's Leadership Institute, shall be paid for/reimbursed by the Board.

**C. Tuition Reimbursement**

An amount equal to Seventy-five percent (75%) of the cost per credit hour charged at a college or university of the Superintendent's choice shall be reimbursed for any graduate level or any pertinent undergraduate courses. The reimbursement shall include the full cost of registration fees, tuition expenses, and textbooks.

**D. Travel/Automobile Expense**

Expenses related to in-district travel and automobile expenses shall be reimbursed at the flat single rate of one thousand eight hundred dollars (\$1,800) per annum, payable quarterly. The Superintendent shall be reimbursed for mileage for out-of-district travel at the current rate established by the Internal Revenue Service for use of her personal vehicle. In addition, the Board shall reimburse her for parking, tolls, and other daily fees when required.

**E. Meal Reimbursement**

On evenings when the Superintendent is required to stay for meetings or school functions on behalf of the District, the Superintendent shall be entitled to reimbursement for meal expenses up to a maximum of Twenty Dollars (\$20.00) per occurrence.

**F. Other Employment-Related Expenses**

Expense for other necessary and usual employment-related expenses shall be reimbursed monthly upon submission of appropriate vouchers.

**G. Computer**

The Board shall provide the Superintendent with a state-of-the-art computer and other equipment for her use when working outside the office.

**H. Cellular Telephone**

The Board shall provide the Superintendent with a cellular telephone and shall pay all the monthly charges, as well as business-related call charges.

**I. Annuity**

The Board agrees to contribute on behalf of the Superintendent to a tax-sheltered annuity plan of the employee's choice in the amount of Three Thousand Five Hundred Dollars (\$3,500) per school year.

**J. NJASA Subscription Service**

The NJASA Subscription Program Service (Seminar Series) shall be purchased annually for use by the Superintendent or a District employee designated by her.

**K. Membership Fees**

The Board shall pay One hundred percent (100%) of the Superintendent's basic fees and charges for membership in appropriate professional, community, or civic organizations, such as:

American Association of School Administrators  
New Jersey Association of School Administrators  
Somerset County Association of School Administrators  
Rotary

The Board shall also reimburse her for the normal and usual expenses incurred for her attendance at other such professional meetings at the local, state, and national levels, as she deems appropriate and beneficial to the District.

**L. Service Stipend**

In recognition of the length of service of the Superintendent to the Board, effective July 1, 2004 and continuing for each year of this Agreement, the Superintendent shall receive a stipend of \$2,000 per contract year.

**5. SEPARATION FROM SERVICE**

The Superintendent shall also receive the following as part of her separation from employment with the District.

**A. Sick and Vacation Days**

1. In case of any year in which the Superintendent retires or resigns, vacation days earned shall be pro-rated for that year.

2. Unused, accumulated vacation days shall be converted to a cash payment at the time of retirement or severance. Upon the Superintendent's separation from employment with the District, the Board shall pay all unused accumulated vacation days at a per diem rate of the Superintendent's then prevailing annual salary. The per diem rate shall be determined by calculating 1/240th of the Superintendent's annual salary.

3. Upon retirement, under the rules and regulations of the TPAF Pension fund, the Board shall provide compensation for accumulated sick

days and accumulated personal days at the rate of twenty-five percent (25%) of the Superintendent's then prevailing per diem salary rate. Upon severance, the Board shall provide compensation for accumulated sick days and accumulated personal dates at the rate of twenty-five percent (25%) of the Superintendent's then prevailing per diem salary rate, up to a maximum of Twenty-Thousand Dollars (\$20,000).

4. If the Superintendent dies before her Employment Contract year is completed, payment for her unused, accumulated vacation, sick and personal days shall be made to her estate or to a beneficiary designated by the Superintendent.

#### **B. Continued Coverage**

Upon retirement, in the event the Superintendent is unable to receive or fails to qualify under the rules and regulations of the Teachers Pension and Annuity Fund for lifetime health benefits at no cost to the Superintendent, the Board will provide lifetime coverage to the Superintendent and her spouse under the Board's hospitalization, medical, prescription, and dental plans at the Board's expense. This provision shall survive the termination and/or expiration of this Contract unless agreed to in writing by the parties. The Board agrees to continue for the lifetime of the Superintendent the same level of insurance coverage in effect as of July 1, 1999, notwithstanding any decrease in coverage for any other administrative employees or bargaining units in the District, either by separately purchasing the same insurance benefits for the Superintendent or by reimbursing the Superintendent for her contribution for any increase in co-pays, additional out-of-pocket costs, or deductibles that result from any such future change(s) in benefits.

#### **6. EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once a year on or before May 15. The Superintendent's annual evaluation shall be in writing, shall include areas of commendations and recommendations and shall provide direction as to any areas 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 District, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the management skills exhibited in the performance of

her duties as Superintendent and such criteria as the State Board of Education shall by regulations prescribe.

The evaluation format shall be developed and approved jointly by the Board and the Superintendent. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance can be enhanced. 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 upon the Superintendent's request.

#### **7. SUPERINTENDENT'S VESTED RIGHTS**

It is the intent of the Board not to agree to grant tenure to the Superintendent in the position of Superintendent by the Contract.

Notwithstanding the foregoing, the Board hereby acknowledges and agrees that the Superintendent, as a result of her more than twenty-four (24) years of employment in the District prior to her becoming Superintendent on February 1, 1995, in various capacities, has accrued valuable and fully vested rights of tenure, seniority, and bumping with respect to those positions. The Board further acknowledges and agrees that in the event of the termination of this Employment Contract, for any reason whatsoever, that she be entitled to retain all of those prior vested rights.

#### **8. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the Superintendent upon sixty (60) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of the Term of this Contract, of the Board's intent not to renew this Employment Contract. The Board agrees that, in the event of a non-renewal, it shall not unilaterally relieve the Superintendent of her duties during the Term of this Contract.

## 9. MISCELLANEOUS PROVISIONS

### A. Complete Agreement

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the parties.

### B. Conflicts

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and of the provisions of the Board's policies or any permissive state or federal law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

### C. Savings Clause

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal or unenforceable, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

### D. Other

It is understood that the Superintendent shall be entitled to all non-salary economic and non-economic benefits granted to other employees in the District at Board expense in addition to any noted in this Employment Contract. Any changes in increased benefits for other employees that may be developed will be extended to include the Superintendent.

## 10. SIGNATURES AND SEALS

**WHEREAS**, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract, and

**WHEREAS**, the Superintendent has approved the terms and conditions of this Employment Contract, and

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the North Plainfield School District at its meeting of November 22, 2005, and has been made a part of the minutes of that meeting.

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


SUPERINTENDENT:

BOARD OF EDUCATION OF THE  
NORTH PLAINFIELD SCHOOL DISTRICT:

  
\_\_\_\_\_  
Dr. Marilyn Elgart Birnbaum Friedman  
Superintendent

By Linda L. Bond-Nelson  
Linda Bond-Nelson, Board President

WITNESS:

  
\_\_\_\_\_  
Donald Sternberg, Board Secretary

Dated: 11/22/05