

**EMPLOYMENT CONTRACT FOR
ASSISTANT SUPERINTENDENT
BETWEEN THE TOWNSHIP OF UNION BOARD OF EDUCATION
AND
JOSE RODRIGUEZ**

THIS AGREEMENT (the "Agreement") is made this ___ day of _____, 2024, by and between the Township of Union Board of Education (the "Board"), with administrative offices located at 2369 Morris Avenue, Union, New Jersey, and Jose Rodriguez, Ed.D. ("Dr. Rodriguez").

WITNESSETH:

WHEREAS, the Board desires to retain the services of Dr. Rodriguez as Assistant Superintendent for the Township of Union School District, and Dr. Rodriguez has agreed to serve in this capacity; and

WHEREAS, the Board desires to contract with the Dr. Rodriguez as Assistant Superintendent of the Township of Union School District (the "District"); and

WHEREAS, the Board desires to provide Dr. Rodriguez with a written contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and Dr. Rodriguez believe that a written contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and

WHEREAS, Dr. Rodriguez is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17 or has a certificate of eligibility for the appropriate certificate;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

**ARTICLE I
EMPLOYMENT**

A. The Board hereby agrees to employ Dr. Rodriguez as Assistant Superintendent effective July 1, 2024, through June 30, 2025. This is a twelve-month position.

B. The annual salary for Dr. Rodriguez shall be \$192,988.00 (One Hundred Ninety-Two Thousand Nine Hundred Eighty-Eight Dollars and Zero Cents).

ARTICLE II DUTIES

In consideration of the employment and salary benefits established herein, Dr. Rodriguez hereby agrees to the following:

A. To faithfully perform the duties of Assistant Superintendent for the Board in accordance with the laws of the State of New Jersey, rules and 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 Assistant Superintendent, is incorporated by reference into this Agreement and shall be followed by Dr. Rodriguez.

B. To devote his professional time, skills, labor and attention to duties of the position of Assistant Superintendent during the term of this contract. However, Dr. Rodriguez may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration if he obtains prior approval of the Superintendent, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of his duties to the district.

C. To carry out the duties as may be assigned to him from time-to-time by the Superintendent and to make reports to the Board as directed by the Superintendent from time-to-time as may be required. Dr. Rodriguez shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as Board policies and regulations.

D. Dr. Rodriguez shall attend working sessions, regular and special meetings of the Board without additional compensation, and any other meetings related to negotiations sessions with employee groups, grievance meetings, committee meetings and other meetings relevant to his job functions as directed by the Superintendent of Schools.

E. Dr. Rodriguez shall attend those county, regional and state meetings that are necessary to keep him informed of current matters affecting the functions of the Board. The registration fees for these meetings shall be paid by the Board. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, State and Federal Regulations and Board policy.

ARTICLE III CERTIFICATION

A. The parties acknowledge that Dr. Rodriguez currently possesses a certificate of eligibility and Provisional Certificate, and he is being mentored and is enrolled in the required residency program to obtain the School Administrator endorsement from the New Jersey Department of Education. Dr. Rodriguez agrees to use his best efforts to obtain the School Administrator Endorsement as soon as possible and to keep the Superintendent informed of the status of the application for certification. The parties expect Dr. Rodriguez to obtain the appropriate administrative certification and school administrator endorsement prior to the commencement of

the 2024-2025 school year; however, proof of submission of the requisite application and supporting documents will satisfy this clause.

B. Dr. Rodriguez represents that he shall maintain his certification in full force and effect throughout the life of this Agreement. If said certificate is revoked during the term of this Agreement, this Agreement shall henceforth be null and void and Dr. Rodriguez's employment shall immediately terminate.

ARTICLE IV SICK DAYS

Dr. Rodriguez shall receive twelve (12) sick leave days annually. Unused sick leave shall be cumulative in accordance with the provisions of Title 18A. Upon retirement, Dr. Rodriguez shall be compensated for all unused accumulated sick days at a rate of 1/260 of his then current salary to a maximum payment of \$15,000. Any such payment shall be made within thirty (30) days of Dr. Rodriguez's last day of employment.

ARTICLE V ASSOCIATION DUES/CONFERENCES

Dr. Rodriguez shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall not be limited to NJASA and AASA. In addition to NJASA and AASA, the Board shall also pay dues for ASCD, ISTE, ALAS and NABSE. The Board will also pay for attendance at conventions with sufficient prior notice for the Superintendent's and the Board of Education's final approval (not to exceed \$4,500.00). Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, N.J.S.A. 18A:11-12, State Regulations and Board policy. Dr. Rodriguez shall submit a detailed voucher and a report to the Board for each conference or convention, which shall be reviewed for compliance prior to said reimbursement. At a minimum, Dr. Rodriguez shall be permitted to attend three state and one national conference per year, at the Board's expense. In addition, the board shall pay for NJASA Residency Program, and requisite mentoring to obtain his school administrator's endorsement.

ARTICLE VI AUTOMOBILE AND OTHER JOB-RELATED EXPENSES

Dr. Rodriguez shall be required to use his personal automobile for Board of Education business, as needed or as directed. Subject to the requirements of any applicable Board policy and State law, the Board shall reimburse Dr. Rodriguez for expenses incurred for travel in the performance of his duties. Mileage shall be paid from properly detailed mileage vouchers according to the rates approved by the NJOMB and N.J.S.A. 18A:11-12, as amended and supplemented.

**ARTICLE VII
VACATION DAYS**

Dr. Rodriguez shall be entitled to twenty-five (25) vacation days for the 2024-2025 school year. Dr. Rodriguez shall take vacation time only after prior review and approval of the Superintendent. Vacation leave accrued after June 8, 2007, can be carried over for up to one year, where required by business demands. Annual payout of vacation leave is not permitted. Upon retirement or other separation from employment, Dr. Rodriguez shall be compensated for all accumulated and unused vacation days up to a maximum of twenty-five (25) at the per diem rate of 1/260 of his then-current salary. The Board shall make the payment within thirty (30) days of Dr. Rodriguez's last day of employment. Vacation days are compensated at the daily rate of pay at the time of severance and said calculation shall be based upon a 260-day year (1/260th). Said days shall be paid to the individual's estate or beneficiaries in the event of Dr. Rodriguez's death prior to separation.

**ARTICLE VIII
HOLIDAYS AND LEAVES OF ABSENCE**

Dr. Rodriguez shall receive nineteen (19) paid holidays for the 2024-2025 school year. The annual calendar of holidays shall be developed by the Superintendent and approved by the Board each year.

Dr. Rodriguez may apply for a leave of absence without pay. Leaves of absence are subject to the review and approval of the Superintendent of Schools and the Board. Said leaves shall be in accordance with State and Federal laws, as applicable.

**ARTICLE IX
PERSONAL DAYS**

Dr. Rodriguez shall be entitled to six (6) personal days for the 2024-2025 school year. Unused personal days shall convert to accumulated sick days to a maximum of fifteen (15) days on June 30 of each year. Whenever possible, she should advise the Superintendent of the need for such a day in advance. In case of an emergency the Superintendent shall be called as soon as possible.

**ARTICLE X
BEREAVEMENT LEAVE**

Dr. Rodriguez shall be entitled to up to five (5) days absence out of seven (7) consecutive days, beginning on the date of death, for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. These days do not accumulate from year to year. The term "immediate family" means wife, husband, civil union partner, grandchild, parent, child, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and others who are permanent members of the employee's household.

**ARTICLE XI
HEALTHCARE BENEFITS**

Throughout the term of this Employment Contract, the Board shall provide Dr. Rodriguez with full family health care benefit insurance coverage (medical, dental care and vision) pursuant to applicable law and regulations.

Dr. Rodriguez shall enroll in the New Jersey Educators Health Plan or the New Jersey Garden State plan and shall make the maximum required statutory contribution under those plans. Dr. Rodriguez shall contribute through a payroll deduction towards the cost of health insurance premiums in accordance with N.J.A.C. 6A:23-3.1(e)(5). Dr. Rodriguez may waive health benefits coverage if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. If this benefit is waived, Dr. Rodriguez is not entitled to additional compensation.

**ARTICLE XII
TUITION REIMBURSEMENT**

Dr. Rodriguez shall be reimbursed, after receiving a grade of "B" or above, for tuition for graduate education while enrolled in a graduate and or doctoral program during the course of his employment with the Board, at an accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1 (not to exceed \$5,000.00). All courses shall be approved by the Superintendent in advance. Course work must culminate in the acquisition of a graduate degree.

**ARTICLE XIII
CELLULAR PHONE**

The Board shall provide Dr. Rodriguez with a cell phone and a laptop computer for District business.

**ARTICLE XIV
EVALUATION**

Dr. Rodriguez shall be evaluated at least annually by the Superintendent in accordance with the provisions of Title 18A. Each evaluation shall be in writing, a copy provided to Dr. Rodriguez and the Superintendent and Dr. Rodriguez shall meet to discuss it. The evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Assistant Superintendent and such other criteria as the Commissioner of Education shall prescribe.

**ARTICLE XV
TERMINATION**

A. This contract shall terminate, and Dr. Rodriguez's employment will cease, under any one of the following circumstances:

- (1) Revocation or suspension of Dr. Rodriguez's certificate(s);

- (2) Forfeiture under N.J.S.A. 2C:51-2;
 - (3) Mutual agreement of the parties;
 - (4) By Dr. Rodriguez with at least sixty (60) days' notice to the Board;
 - (5) By the Board upon ten (10) days' written notice to Dr. Rodriguez.
- B. In the event Dr. Rodriguez is arrested and charged with a criminal offense which could result in forfeiture under N.J.S.A. 2C:51-2, the Board reserves the right to suspend Dr. Rodriguez pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment.
- C. Nothing in this contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- D. The Board may terminate this contract at any time, for any reason, with or without cause, upon ten (10) days' written notice to Dr. Rodriguez.
- E. Dr. Rodriguez may terminate this contract upon at least sixty (60) calendar days written notice to the Board of his intention to resign.

**ARTICLE XVI
PROFESSIONAL LIABILITY AND INDEMNIFICATION**

The Board agrees that it shall defend, hold harmless, and indemnify Dr. Rodriguez from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity or his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while Dr. Rodriguez was acting within the scope of his employment. If, in the good faith opinion of Dr. Rodriguez, a conflict exists in regard to the defense of any claim, demand, or action brought against him and the position of the Board in relation thereto, Dr. Rodriguez may engage his own legal counsel, in which event the Board shall indemnify Dr. Rodriguez for the costs of his legal defense. The Board further agrees to cover Dr. Rodriguez under the Board's liability insurance policies, including employment practices liability coverage.

**ARTICLE XVII
MODIFICATION OF CONTRACT TERMS**

The terms and conditions of this contract shall not be modified, except by the written consent of both parties hereto, and consent of the County Executive Superintendent, provided further that the consent of the Board can only be given by means of a lawfully adopted resolution.

**ARTICLE XVIII
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS**

Upon request, Dr. Rodriguez shall have the right to review the contents of his personnel file and to receive copies of any documents contained therein at the Board's expense. Dr. Rodriguez shall be entitled to have a representative accompany him during such review. At least once every year, Dr. Rodriguez shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain, and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to Dr. Rodriguez's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. Dr. Rodriguez shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Dr. Rodriguez shall also have the right to submit a written answer to such material.

**ARTICLE XVIII
ENTIRE AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

**ARTICLE XX
NEW JERSEY LAW**

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey, as amended.

**ARTICLE XXI
SEPARABILITY**

In the event that any provision of this Agreement is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

**ARTICLE XXII
CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's policies or any permissive federal or State 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.

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.

ATTEST:

TOWNSHIP OF UNION BOARD OF EDUCATION

By: _____
Chastity Santana, Board President

WITNESS:

By: _____
Jose Rodriguez, Ed.D., Assistant Superintendent