

The Scotch Plains-Fanwood Public Schools

Evergreen Avenue and Cedar Street
SCOTCH PLAINS, NEW JERSEY 07076

Margaret W. Hayes, Ed.D.
SUPERINTENDENT OF SCHOOLS

(908) 232-6161

June 3, 2008

Dr. Carmen Centuolo
Executive County Superintendent
Union County Dept. of Education
300 North Avenue, East
Westfield, NJ 07090

RECEIVED
2008 JUN -4 AM 11:55
UNION COUNTY
SUPERINTENDENT OF SCHOOLS

Dear Dr. Centuolo:

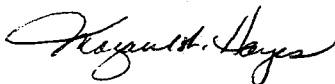
Pursuant to the Department of Education memorandum of May 30, 2008, I am providing you with a copy of my contract with the Scotch Plains-Fanwood Board of Education for the term commencing September 1, 2006 and ending June 30, 2011.

Please be advised that it is traditional in Scotch Plains-Fanwood for the Board to annually approve the Superintendent's salary after the evaluation process has been completed. Therefore, I have also enclosed a copy of the official minutes for the June 28, 2007 Board Meeting, and the Personnel Agenda, Addendum C, which provides my salary for the 2007-2008 school year.

The Board has not yet approved my salary for 2008-2009. I anticipate that the Board will take action on this at their June 26 public meeting, following discussion at the June 12 agenda meeting, as required. I will email this information to you for your records, once this approval has taken place.

Please do not hesitate to contact me if you have any further questions about my contract.

Sincerely,



Margaret W. Hayes

MWH:sr
Encs.

6. Medical Examination. The Superintendent shall undergo a physical examination at least once in every year pursuant to N.J.S.A. 18A:16-2 and N.J.S.A. 18A:16-3, the scope of which shall be determined under the rules of the state board. Such an examination may be made by a physician or institution designated by the Board or may be made by a physician or institution of the Superintendent's choosing and the cost thereof and of all laboratory tests and fluoroscopic or x-ray procedures shall be borne by the Board provided the cost shall not exceed \$500. The Superintendent shall authorize her physician to certify to the Board her fitness to perform her duties; said certification shall be given to the Board in executive session and placed in the Superintendent's personnel file.

7. Evaluation. The Board shall evaluate the performance of the Superintendent at least once a year, on or before April 1st. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and a copy kept as part of the Superintendent's personnel file. The Superintendent shall receive a copy of any backup forms utilized in the process. The Superintendent and the Board shall meet to discuss the findings of the evaluation. Such evaluation shall be developed consistent with the provisions set forth in N.J.S.A. 18A:17-20.3 and consistent with policy of the Board.

The parties agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is permitted to be present during such discussions, is given the opportunity to address the Board, and is permitted to have a representative of her choosing speak on her behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

8. Professional Liability. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all such demands, claims, suits, actions and legal proceedings brought against her in her official capacity as an agent and/or employee of the Board, provided the incident arose while she was acting within the scope of her employment, excluding criminal investigation and prosecution. In no event shall the Board's obligation hereunder exceed the authority conferred upon it by

the State law nor shall the obligation extend to any situation in which the Board and the Superintendent have adverse interests.

9. Payment to Estate. If the Superintendent dies before her Employment Contract year is completed, payment for her unused, accumulated vacation and sick days shall be made to her estate.

10. Preexisting Tenure Rights. Pursuant to N.J.S.A.18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which she previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which she achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason; however, these rights shall not apply in the event that the Superintendent is terminated for any of the reasons set forth in Article 11: A, B, or C.

11. Termination of Employment Contract. This contract may be terminated by:

A. Inefficiency, incapacity, unbecoming conduct, excessive absenteeism, or other just cause as provided by N.J.S.A. 18A:6-10.

B. Mutual agreement of the parties.

C. A resignation of Superintendent with one hundred twenty (120) days notice.

D. Notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of this Employment Contract, of the Board's intent not to renew this Employment Contract. The Board agrees that, in the event of a nonrenewal, it shall not unilaterally relieve the Superintendent of her duties during the term of this Employment Contract.

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

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

14. Personnel Records. The 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, the 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; and upon final approval of the Board, such documents identified by her shall be destroyed.


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. The Superintendent shall also have the right to submit a written answer to such material.

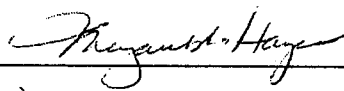
WHEREAS, the Superintendent has approved of the terms and conditions of this Employment Contract; and,

WHEREAS, this employment agreement has been approved by a vote of the Members of the Scotch Plains-Fanwood Board of Education at its meeting of July 27, 2006, and has been made a part of the minutes of that meeting;

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

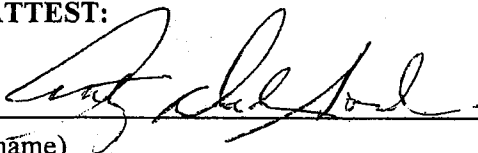
WITNESS:



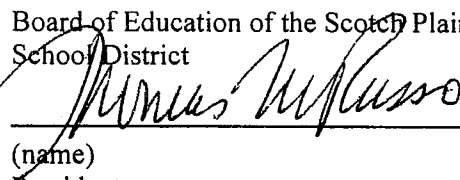


(name)
Superintendent

ATTEST:



(name)
Secretary

Board of Education of the Scotch Plains-Fanwood
School District


(name)
President

Submission of 2007 No Child Left Behind (NCLB) Carry Over Application

Motion by Mr. O'Connor, seconded by Dr. Slocum, that the Board of Education approve the submission of the 2007 No Child Left Behind (NCLB) Carry Over Application for the following amounts:

Title I	\$93,350.
Title IIA	92,112.
Title IID	1,727.
Title IV	15,278.
Title V	18,520.
TOTAL	\$220,987.

Carried 9-0-0.

Mr. Whitehouse announced that the Board will take action on salaries covered under a new law . . . Chapter 53. This law requires that the public be given an opportunity to comment, prior to, any change in the contracts for the Superintendent, Assistant Superintendent and/or the Business Administrator. In accordance with the law, public notice was provided thirty days in advance of this meeting and again ten days prior to tonight's meeting.

The meeting was open for public comments at 8:20 p.m.
There were no comments.

Approval of Personnel Agenda

Motion by Mr. McFall, seconded by Mrs. Woerner, that the Board of Education approve the Superintendent's recommendations for personnel on the Personnel Report dated June 28, 2007 in the areas noted below:

1. Resignations
2. Appointments
3. Leaves of Absence
4. Corrections
5. Longevity
6. Transfers/Reassignments
7. Reappointments
8. Job Description

Carried 9-0-0 on a Roll Call Vote.

The meeting was open for public comments at 8:25 p.m.
Public comments concluded at 8:28 p.m.

Business Functions:

Approval of Travel Reimbursements

Motion by Mr. McFall, seconded by Mrs. Woerner, that the Board of Education approve the Superintendent's recommendations for travel reimbursements on report dated June 28, 2007:

Board Secretary, certify that the information submitted herewith is correct and true to the best of my knowledge.



PERSONNEL AGENDA FOR BOARD MEETING

June 28, 2007

Addendum C

The Superintendent recommends the Board of Education approve the following Personnel items including the emergent employment of the following employees(indicated by £) conditional upon final approval by the New Jersey Department of Education, and the Board further authorizes the submission of an application for emergent hiring pursuant to NJSA 18A:6-7.1, et seq.

<u>CLASSIFICATION</u>	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>	<u>ANNUAL SALARY</u>	<u>COMMENTS</u>
7. RE-APPOINTMENTS						
	Margaret W. Hayes	Superintendent	District	7/1/07-6/30/08	\$182,000	salary approval only Re-appointment already authorized
	Anthony Del Sordi	Business Administrator/ Board Secretary	District	7/1/07-6/30/08	\$166,801	
	Thomas Beese	Dir. of Special Services	District	7/1/07-6/30/08	\$132,448	
	Randall Kanter	Dir. of Human Resources	District	7/1/07-6/30/08	\$113,694	
	Madeline Meyer	Assistant Superintendent	District	7/1/07-6/30/08	\$152,880	salary approval only Re-appointment already authorized