

**CLINTON TOWNSHIP SCHOOL DISTRICT  
BOARD OF EDUCATION  
P.O. BOX 6  
ANNANDALE, NEW JERSEY 08801**

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**AMENDED EMPLOYMENT CONTRACT  
SUPERINTENDENT OF SCHOOLS**

**ELIZABETH A. EGAN NASTUS, ED.D.**

**THIS AGREEMENT**, made this 25<sup>th</sup> day of June 2007.

**BETWEEN** The CLINTON TOWNSHIP BOARD OF EDUCATION having offices at P.O. Box 6, Annandale, New Jersey 08801-0006 (hereinafter the "Board");

**AND ELIZABETH ANNE NASTUS**, residing at [REDACTED]  
[REDACTED] (hereinafter "Employee").

**W I T N E S E T H:**

**WHEREAS**, the Board desires to employ Employee as Superintendent of Schools and Employee desires to be employed as Superintendent of Schools; and

**WHEREAS**, Employee 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; and

**WHEREAS**, the Board has initially approved a motion at their regular meeting held on December 17, 2001 authorizing the appointment of Employee as Superintendent of Schools; and

**WHEREAS** the Board in approved motions amended the appointment of Dr. Nastus as Superintendent of Schools at regular meetings held on April 14, 2003, January 10, 2005, October 24, 2005, December 11, 2006, and June 25, 2007,

**NOW, THEREFORE**, in consideration of the following mutual promises and obligations of the parties and the rendering of the services by Employee as stated herein, the parties hereto agree as follows:

**ARTICLE I**

**EMPLOYMENT**

- A. The Board hereby agrees to employ Employee as Superintendent of Schools for the period of February 1, 2003, and concluding June 30, 2008, at an annual salary as follows:
1. 3.0% increase over existing salary of \$161,155. New base salary would be \$165,990 for 2007-2008 effective July 1, 2007.
  2. \$2,000.00 yearly salary contribution to an annuity.
  3. \$1,000 yearly salary incentive of employee's choice or annuity
  4. \$4,500 salary incentive as described in Article I section C of this agreement.

5. Total Salary for 2007/08 equal to \$173,490.
- B. The aforesaid salaries shall be paid and appropriately pro-rated, in equal installments, in accordance with the policies of the Board concerning the payment of professional staff members.
- C. As part of the salaries set forth herein, the Board and Employee, within one month from the date the Board establishes goals for each of the school years covered by this agreement, agrees to negotiate specific performance based accomplishments and related compensation for attaining same with the total amount annually to be paid to Employee not exceeding \$4,500. Employee shall have the option of receiving the additional compensation in salary or directing payment to a designated annuity.
- D. In addition to the salaries set forth herein, the Board may assign to Employee the shared Superintendent of Schools duties as contracted for with the Lebanon Borough Board of Education. Should the said duties be assigned to Employee, she will be paid annually a salary of \$17,326 or an amount to be agreed to by the parties based upon the number of hours required, to be pro-rated for the period commencing with the effective date of employment through June 30, 2008.

## **ARTICLE II**

### **DUTIES**

In consideration of the employment, salary and fringe benefits established hereby, Employee hereby agrees to the following:

- A. To faithfully perform the duties of Superintendent of Schools for the Board and to serve as Chief School Administrator 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 from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this contract, and shall be followed by Employee.
- B. To devote her full time, skills, labor and attention to this employment during the term of this contract; provided that Employee may, with the prior permission of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations which do not interfere with her full-time responsibilities.
- C. To carry out the administration of instruction and business affairs of the district, with the assistance of available staff, and under the supervision of the Board of Education in accordance with the responsibilities as outlined above and, more particularly, in the job description for the position of Superintendent of Schools.
- D. To assume the responsibilities for the selection, placement and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above.

- E. To study and make recommendations with respect to all criticism and complaints which the Board may refer to her in accordance with the responsibilities outlined above.
- F. To attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred by Employee shall be reimbursed according to district policy.
- G. To submit to an annual comprehensive physical examination and in connection therewith, furnish the Board, by filing with the Board Physician, a medical report certifying to her physical health and fitness. It is understood that the filing of a medical report or certification, as noted above, is a condition precedent to the effectiveness of this Contract. The aforesaid reports or statements shall be treated as confidential information by the Board, and the cost thereof (not to exceed \$300.00), shall be paid by the Board.

### **ARTICLE III**

#### **BENEFITS IN ADDITION TO SALARY**

- A. Sick leave is defined to mean the absence from the Employee's post of duty because of personal disability due to illness, injury, or because the Employee has been excluded from school by the school's medical authorities on account of a contagious disease or because of being quarantined for such a disease.
- B. Employee shall receive twelve (12) sick leave days the provisions annually. Unused sick leave shall be cumulative in accordance with N.J.S.A. 18A:30-2. It is hereby acknowledged and agreed that Employee has accumulated 66.5 sick days during her employment with the Glen Ridge Township and Hope Township Public Schools. A sick leave bank containing 66.5 days shall be established for the benefit of Employee. Employee shall be entitled to use the sick leave days in the bank as needed. As Employee accumulates sick leave days in Clinton Township, those days accumulated, as of June 30<sup>th</sup> of each school year, shall not be subtracted from the said sick leave bank. Upon separation from employment for good cause, including retirement or resignation, Employee shall be reimbursed for accumulated unused sick leave days.
- C. Employee shall be entitled to professional expenses, i.e., dues for professional associations, attendance at professional conferences and similar expenses that she may incur while discharging the duties of Superintendent of Schools.
- D. Employee shall be entitled to full health benefits, including major medical/hospitalization, dental care, visual care, and prescription plan for her and her family.
- E. Employee shall be entitled to the same paid holidays and vacation days provided to members of the Clinton Township Administrator's Association:

Presidents' Days  
Good Friday  
Easter Monday

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Winter Break  
N.J.E.A. Recess - Friday  
Martin Luther King Day

- F. Employee shall be entitled to 23 paid vacation days per year (23 includes 3 personal days).
- G. Either at the time of retirement or termination from the school district, the Employee shall be entitled to be reimbursed for unused vacation/personal days not to exceed a total of thirty (30) days. The per diem rate of reimbursement shall be determined by dividing the administrator's annual salary by 240 days.
- H. Employee shall be reimbursed for automobile expenses in accordance with Board policy.
- I. The workday for the Employee shall be similar to other administrative personnel except that it is understood that the Employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.
- J. On evenings when the Employee is required to stay for a meeting or other activities beyond 7:00 p.m., the Employee shall be entitled to reimbursement for meal expenses up to a maximum of \$15.00 per occurrence.

#### **ARTICLE IV**

##### **EVALUATION**

Employee shall be evaluated by the Board no less than annually during the life of this Contract. The timing of the evaluation, the form of evaluation instrument, procedure, etc. regarding evaluations shall be established by the parties in accordance with the law and more particularly the provisions of N.J.A.C. 6:3-2.2 within seventy-five(75) days of the first day of Employee's employment as Superintendent of Schools.

#### **ARTICLE V**

##### **MODIFICATION OF CONTRACT TERMS**

The terms and conditions of the Contract may be modified only by written consent of the parties, and the consent of the Board must be reflected by resolution adopted at a public meeting.

#### **ARTICLE VI**

##### **TERMINATION AND NON RENEWAL**

- A. Notwithstanding any other term and condition of this Agreement, Employee shall provide Board with ninety days (90) notice of termination to this Agreement. Such notice of termination shall be in writing and shall be sent certified mail, return receipt requested.
- B. The parties agree that Employee possesses a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey. If such certification is revoked permanently, all provisions of this Agreement shall immediately terminate. Likewise, if Employee is precluded from performing his duties by any judgment, conviction, order or direction of any court of competent jurisdiction or of the Commissioner of Education, all provisions of this Agreement shall immediately terminate and Employee ' s employment shall cease.
- C. Pursuant to N.J.S.A. 18A:17-20.1 the Board may elect not to renew this agreement by giving written notice to Employee at least one year prior to the termination date of the agreement.

**ARTICLE VII**

**MISCELLANEOUS TERMS**

- A. Employee shall not be reduced in rank or compensation, or dismissed during the term of this agreement except for inefficiency, incapacity, conduct unbecoming a superintendent or other just cause in accordance with the provisions of N.J.S.A.18A:17-20.2.

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

EMPLOYEE

CLINTON TOWNSHIP  
BOARD OF EDUCATION

By: \_\_\_\_\_  
Elizabeth A. Nastus, Ed.D

By: \_\_\_\_\_  
Roger Straight, President

WITNESS:

By: \_\_\_\_\_