

# RINGWOOD PUBLIC SCHOOLS

121 Carletondale Road  
Ringwood, NJ 07456

## 2010 – 2011 EMPLOYMENT CONTRACT

It is agreed between the Board of Education of Ringwood in the County of Passaic, party of the first part, and Warren Mitchell, party of the second part, that said Board of Education has employed and does hereby engage and employ the said party of the second part as School Business Administrator/Board Secretary (herein after referred to as the SBA/BS) in the Ringwood Public Schools, under the control of said Board of Education, from the 1st day of July 2010, to the 30<sup>th</sup> day of June 2011, at the annual salary of \$89,250 to be paid in equal semi-monthly installments.

Additional benefits shall be:

1. The Board shall pay full cost of dues for membership in county, state, and National SBO organizations.
2. The Board shall pay full cost of attendance at the primary professional development conferences: NJSBA Conference, NJASBO Conference, and any other conference pertaining to the office of a school business administrator (with prior approval by the Board).
3. Leaves
  - A. *Vacation*

The SBA/BS shall be granted twenty (20) days annually, for the period July 1, 2010 to June 30, 2011. All vacation days shall be available on July 1, 2010. If the SBA/BS does not complete the contract year, the number of days shall be prorated at two and 16/100<sup>th</sup> (2.16) vacation days per month for the completed months of service. If the SBA/BS utilized days in excess of this rate, compensation for those days will be deducted from the SBA/BS's last check. The SBA/BS may not carry over unused vacation days, except with the explicit approval of the Board.

(LEAVES continued)

*B. Holidays*

The SBA/BS shall be provided fifteen (15) paid holidays for the period from the 1st day of July 2010 to the 30<sup>th</sup> day of June 2011, as follows:

Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
First Full Day after Christmas  
Last Full Day before New Year's Day  
New Year's Day  
Martin Luther King Day  
President's Day (choice between Monday or Tuesday)  
Veterans' Day  
Good Friday  
Easter Monday  
Memorial Day

In the event that schools are in session on any of these holidays, the SBA/BS will be given another day off.

*C. Sick Leave*

1. *Definition of Sick Leave* - Sick leave is hereby defined to mean the absence from one's post of duty because of personal disability due to illness or because he/she has been excluded from the school by the school district's medical authorities due to a contagious disease or has been quarantined for such a disease in his/her immediate household.
2. The SBA/BS shall be allowed sick leave with full pay in the amount of twelve (12) days for the 2010-2011 school year.
3. *Accumulated Sick Leave* - All days of allowable sick leave not utilized in any year shall be cumulative, to be used for additional sick leave if needed in subsequent years.
4. In the event of the resignation, termination, retirement or death of the SBA/BS, the estate of the SBA/BS shall receive compensation for unused sick leave at the rate of \$65.00 per day with the maximum amount not to exceed \$6,500.00.

D. *Temporary Leaves of Absence*

This section shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be during one (1) school year.

1. The SBA/BS shall be entitled to the following leaves of absence at full pay:
  - A. The SBA/BS shall be entitled to five (5) bereavement days upon the death of a spouse, parent, child, grandparent, brother, sister, or father/mother-in-law.
  - B. Three (3) days for illness in the immediate family, defined to mean the SBA/BS's spouse, child or blood relative, spouse includes an adult living with the employee in conjugal relationship.  
Illness means serious illness requiring the SBA/BS's attendance, as attested to by a physician.
  - C. Four (4) days for personal business that cannot be taken care of outside the normal school day.
2. Application for leave under D:1A,1B, or 1C shall be made as soon as the time required becomes known.
3. The Board agrees that any D:1C, personal days, not taken by the end of the school year may be transferred and carried over as accumulative sick leave.
4. Leave under D:1C, except for appearances under subpoena, is not available on consecutive days. Such leave is also not available on any day before or after a weekend, holiday or vacation. Nor is it available during the first five days or the last five days or the school calendar year.

4. All Other Leaves of Absence

An extended leave of absence for up to one (1) year without pay may be granted to the SBA/BS upon recommendation of the Superintendent and approval by the Board of Education. If the SBA/BS is granted such leave, the SBA/BS shall return to the position at the time the leave was granted. If the SBA/BS is returning from a disability, the SBA/BS is entitled to all benefits to which employees returning from other leaves would be entitled.

ALL OTHER LEAVES OF ABSENCE continued

A. Disability/Adoption

1. *Disability Leave* – The SBA/BS may apply to the Board for an extended disability leave. Such leave shall be granted in conformance with the following procedures:
  - a. Such request shall be submitted in writing to the Superintendent and accompanied by a physician's written confirmation of the anticipated date of disability. This confirmation shall be sent to the Board no later than ninety (90) days prior to the anticipated date of disability.
  - b. The SBA/BS may use accumulated sick days during the disability period.
  - c. The period of disability leave shall be determined by the SBA/BS's physician subject to confirmation by the Board's physician, if required.
  - d. The SBA/BS may return to work immediately following the medically certified disability period upon notice to the Board which must be given at the same time as the initial notice of request for disability leave is presented to the Board.
  - e. The Board of education has the right to confirm the conclusion of any physician's certificate provided under the LEAVE by having the SBA/BS examined by its own physician at the Board's expense. If the two (2) physicians disagree, they shall choose a third (3) physician who shall examine the SBA/BS and whose decision shall be final and binding upon the parties.
  - f. The Board may relieve the SBA/BS from duties if the work performance has noticeably declined due to health reasons and the SBA/BS cannot obtain a physician's certificate that he is medically able to continue working, or for other reasons applicable to the SBA/BS under Title 18A.
  - g. The non-tenured SBA/BS shall only be entitled to leave up to the expiration of the contract.

ALL OTHER LEAVES OF ABSENCE continued

B. *Illness*

1. The Board may grant the SBA/BS under tenure a leave of absence for illness upon request not to exceed two (2) academic school years. Upon the expiration of this period of time a request for resignation or separation shall be made. Medical evidence for such request must be submitted.
2. A leave of absence shall be requested by the SBA/BS under tenure in the case of any illness that would cause absence for a period in excess of sick leave or accumulated sick leave of two (2) or more consecutive months.
3. In addition to sick leave and accumulated sick leave days the Board may, at its discretion, grant a percentage of base pay to this extended period of illness. Medical proof must be submitted and verified for the granting of said leave of absence, and the granted leave of absence shall be reviewed each six (6) months.

C. *Educational Conferences*

The Superintendent may, at his/her discretion, authorize the SBA/BS to attend educational conferences or to visit educational institutes without loss of pay if, in his/her opinion, it is professionally desirable.

D. *Emergency Reasons*

If the SBA/BS is absent for any other emergency reason not heretofore specified, 1/260 of his annual salary shall be deducted or any other arrangement will be at the discretion of the Superintendent.

E. *Extended Leave*

An unpaid extended leave for a period of one (1) school year for reasons other than illness may be granted to the SBA/BS at the discretion of the Board.

5. Right of Privacy

Any discussion regarding the performance and evaluation of the SBA/BS shall only take place in private session, unless the SBA/BS has given the Board permission in writing to do otherwise.

6. Files

The SBA/BS's file shall be maintained under the following circumstances:

1. No material derogatory to the SBA/BS's professional conduct or service shall be placed in the file unless the SBA/BS has had an opportunity to read the material. The SBA/BS shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, and initialing each page, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. The SBA/BS shall have the right to answer any material filed, and his answer shall be attached to the file copy.
2. Upon request by the SBA/BS, he shall, as soon as possible thereafter be permitted to examine his file.
3. The SBA/BS shall be permitted to receive a reproduction of any material in his file.
4. Material will be removed from the file when the SBA/BS claims that it is inaccurate or unfair is sustained by the Board or a competent jurisdiction.

7. Fringe Benefits

- A. *Mileage* - The SBA/BS will be reimbursed "for reasonable travel and automobile expenses in accordance with N.J.S.A. 18A: 11-12, at N.J.A.C.6a:23a-3.1, and the State regulations on travel reimbursement covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget". The IRS rate cannot be used for mileage reimbursement only the NJOMB rate can be used.

The SBA/BS will be reimbursed after submission and approval of a voucher by the Superintendent. The voucher will identify the nature of business conducted.

Definition of reimbursable mileage shall include all school related activities, but not commuting to and from work. For example, reimbursable mileage shall include, but not be limited to:

1. Attendance at Board of Education Meetings – The SBA/BS shall attend the monthly Work Sessions and Business Meetings of the Ringwood Board of Education.
2. Attendance at evening or "out-of-district" committee meetings when appointed or requested to attend by the Superintendent.

FRINGE BENEFITS continued

3. Attend meetings, conferences, etc., outside the district when approved or requested by the Superintendent.
  4. Home and back travel, or nights when attending evening meetings or activities.
- B. *Professional Advancement Reimbursement* - Reimbursement of expenses for attendance at professional workshops, seminars, meetings, conventions, training programs, etc. to a maximum reimbursement of \$1,000, each year of this agreement. Tenure is not required. All programs must be approved in advance by the Superintendent.
- C. *Graduate Study Reimbursement* - Reimbursement of tuition expended for graduate study limited to nine (9) credits at William Paterson University for each school year. All courses must be approved in advance by the Superintendent. Reimbursement will be made following the presentation of evidence of course completion and evidence of payment made by the SBA/BS. The total amount of funds that will be available for any fiscal year to reimburse the SBA/BS shall be \$4,000. However, for the life of this contract only, any funds not utilized in one year shall roll over into the following year.
- D. Health Benefits
1. Effective July 1, 2010, if dependent coverage for medical insurance is selected, the SBA/BS shall contribute \$405.00 toward the cost of the dependent coverage. The insurance contribution shall be deducted from the SBA/BS's pay.
  2. The prescription plan provided shall be for full family co-pay as follows: \$10.00 generic / \$20.00 brand name, with a \$5.00 mail-in co-pay for 2010-2011.
  3. Full family coverage of dental services will be provided by the Board.
- E. The SBA/BS shall be allowed a sum not to exceed \$900 for membership, dues, subscriptions, etc. in any group which help to advance development or supervisory experience. Such membership must be approved by the Superintendent.

- F. The Superintendent has the authority, at his discretion, to grant the SBA/BS the privilege of doing some work at home during the Christmas and Easter vacations. In cases where said privilege is not granted, the SBA/BS will be expected, as normal, to report for work. If granted, the SBA/BS shall make known to the Superintendent what project or work would be done and how they could be reached if needed.
  - G. The SBA/BS does not have to report to work on days when, due to inclement weather, school is not in session. On days of delayed openings, the SBA/BS is expected to arrive as close to the regular arrival time as weather permits. On days of early closing, the SBA/BS may leave upon assurance that the building has been secured and that the children have arrived home safely.
8. Management Rights  
The board of Education specifically retains all of the legal authority including, but not limited to, the following:
- A. The right to direct the employees of the school district.
  - B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
  - C. To relieve employees of duty because of lack of work or for other legitimate reasons.
  - D. To maintain efficiency of the school district operations entrusted to them.
  - E. To determine the methods, means and personnel by which operations are to be conducted.
  - F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

The Chief School Administrator shall evaluate the performance of the SBA/BS at least once a year, by April 30<sup>th</sup>, in accordance with statutes, regulations, and Board policy relating to the SBA/BS evaluation. Each evaluation shall be in writing, a copy shall be provided to the SBA/BS and the Board. The evaluations shall be based upon the criteria adopted by the Board, the responsibilities of the SBA/BS and such other criteria as the State Board of Education shall by regulation prescribe.

The said party of the second part hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under the employment aforesaid, and to observe and enforce the rules prescribed for the governance of the school district by the Board of education.

It is hereby agreed by the parties hereto that this contract may at any time be terminated by the SBA/BS, giving the Board 60 days' notice in writing of intention to terminate the same.

Appointed this 26th day of July 26, 2010 by the Board of Education of the Borough of Ringwood, in the County of Passaic.

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*Ringwood Board of Education President*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Employee*

\_\_\_\_\_  
Date