

EMPLOYMENT AGREEMENT
between
THE BOARD OF EDUCATION OF THE VILLAGE OF RIDGEWOOD
and
ANTOINETTE KELLY
for the
2019-2020 SCHOOL YEAR

THIS Agreement made this 3rd day of June 2019, by and between THE BOARD OF EDUCATION OF THE VILLAGE OF RIDGEWOOD, with its principal office located at 49 Cottage Place, Ridgewood, New Jersey 07451, (hereinafter referred to as the "Board" or "District"), and ANTOINETTE KELLY (hereinafter referred to as "KELLY"), for and in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. KELLY agrees to serve as School Business Administrator/Board Secretary for the Ridgewood Public Schools and hereby accepts full time employment in such capacity in accordance with the terms and conditions of this Agreement. However, nothing herein shall preclude KELLY from undertaking speaking engagements, writing, lecturing or other professional activities provided that the Superintendent or designee shall determine, in advance, that such activities do not interfere with the effective performance of the duties imposed upon KELLY as School Business Administrator/Board Secretary.
2. KELLY agrees to accept and carry out all of the full-time duties and responsibilities that currently or may hereafter pertain to the position of School Business Administrator/Board Secretary including specifically all of the duties and obligations prescribed by statutory, regulatory, decisional or any other state and/or federal law and including specifically all other duties and obligations that may now or hereafter be required by the Board.
3. The Board shall employ KELLY for the period beginning July 1, 2019 and ending June 30, 2020.
4. The Board shall pay KELLY an annual salary of \$ 194,560. (pro-rata) for the 2019-2020 school year. The annual salary shall be paid in accordance with the schedule of salary payments in effect for other twelve-month certified employees.
5. The Board agrees to pay dues and fees on behalf of KELLY to A.S.B.O. International, N.J.A.S.B.O., Bergen County A.S.B.O., New Jersey Society of Certified Public Accountant, N.J.S.C.P.A. and any other organizations agreed to by the Superintendent in consultation with the Board.
6. KELLY is permitted to attend two national conferences annually, with prior approval of the Superintendent and the Board. The fees and allowable related travel costs for these conferences shall be paid by the Board, consistent with NJ statutes and regulations. Any other conference KELLY attends will be subject to the approval of the Superintendent and the Board. Fees and allowable related travel costs for these additional conferences shall be paid by the Board in accordance with OMB Circular and Travel Regulations.
7. The Board shall reimburse KELLY for expenses incurred for actual mileage when using a personal vehicle for Board business at the State rate, pursuant to OMB Travel Regulations, for all travel which requires the Business Administrator/Board Secretary to use her automobile in the performance of her duties under this Employment Agreement, exclusive of commutation costs. The Business Administrator/Board Secretary will provide the Board with appropriate records and receipts. Reimbursement or payment for such expenses shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under the Office of Management and Budget (OMB) circular. This includes mileage reimbursement at higher rate than the state rate or reimbursement for overnight travel in NJ (Unless it is for a conference that has received a waiver) or reimbursement for meals. [N.J.A.C. 6A:23A-3.1(e) 3]

8. The Board shall reimburse KELLY \$47.00 per month for her use of her personal cellular telephone for school district business in accordance with district practice for administrative staff.

9. KELLY shall be entitled to twenty-two (22) vacation days for the 2019-2020 year of employment. Vacation days must be earned before they are available to use. They become available to use on the July 1 immediately after the school year in which they are earned. Vacation will be taken at a time mutually agreeable to KELLY and the Superintendent. Not more than 17 days (prorated) may be carried over from 2018-2019. No financial reimbursement will be made for unused vacation days except for termination of employment. The maximum number of days payable will be thirty-nine (39). If KELLY dies before the completion of a contract period, her prorated vacation, based on a 260 day work year, shall be paid to her estate.

10. a. The Board will provide KELLY with medical and prescription insurance through its enrollment in the New Jersey School Employees' Health Benefits Program ("SEHBP"). All eligible new enrollees are subject to a two-month delay prior to implementation of medical and prescription coverage. In the event the district changes carriers, KELLY may enroll in insurance programs providing for a level of benefits equal to or better than those described in the medical plans offered through the SEHBP as of the time of any change in carriers, up to and including the richest benefit plan offered through the SEHBP.

b. If KELLY can show proof of health coverage by a spouse (excluding a district employee) prior to December 1 of each year, she may elect to waive health insurance coverage in return for a payment of \$2,000 or 25% of the amount saved by the school district, whichever amount is less and if the spouse is not covered by the state health plan from another district. Payment will be made in each year coverage is waived. The payment may be pro-rated in accordance with the timing of the waiver. KELLY may request, in writing, to resume health coverage in the event of a change in family status such as a death or divorce or for any other life altering event which resulted in the loss of out of district coverage. Requests for resumption of coverage and reasons therefore will be submitted to the Superintendent.

c. A comprehensive dental plan shall be provided to KELLY and her dependents. The plan provides for the payment of 80% of all reasonable and customary charges for basic services and 50% for all major restorations with a \$50 deductible to a maximum of \$1,500 per year.

d. For the 2019-2020 school year, KELLY is subject to a maximum contribution of 26% towards the cost of health care benefits coverage pursuant to P.L. 2011, Ch. 78. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums. All premium contributions will be made through payroll deductions.

11. KELLY is entitled to holidays as provided for in the twelve (12) month holiday calendar. The holidays are: Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, NJEA Convention(2), Thanksgiving Recess, Christmas Eve, Christmas, and New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. Plus an additional five (5) recess days. Recess days must be used during recess periods.

12. a. KELLY shall receive twelve (12) sick leave days for 2019-2020 per school year (July 1 to June 30) on the first day she reports to work each year. If KELLY'S district employment ends before June 30, she will be entitled to a prorated portion of the full annual sick leave entitlement for that partial work year. Unused sick leave days shall accumulate without limit for use in future years for the duration of her employment in the district. Prolonged absence, beyond those sick leave days accrued in accordance with state law (N.J.S.A. 18A:30-1, 30-2, 30-7) will be reviewed by the Superintendent to determine whether or not it will be possible for KELLY to return to work within a reasonable period. In unusual cases of chronic absenteeism, or where the possibility of an extended multi-year absence exists, the Superintendent will review the details with the Board and make a recommendation concerning the status of KELLY.

b. If KELLY resigns from district employment for the purpose of T.P.A.F. retirement after at least fifteen (15) years of district service, and she has used twenty-five (25) percent or less of accumulated sick leave during

her district employment, she shall, at retirement, receive a stipend of \$8,000 using a denominator of 260. Payment will be made by July 30, provided the letter of intent to retire is submitted to the Board by January 15. A letter of retirement submitted after January 15 may cause the payment to be made to KELLY by July 30th the following year.

13. In the event of a death in the immediate family or household (spouse, child, grandchild, parent, sibling, relatives by marriage in the same degree of relationship or any other relative whose household at the time of death is also the household of KELLY) absence is fully compensated for as many days as the Superintendent deems suitable, up to a maximum of five (5) days. Additional leave may be granted at the discretion of the Superintendent.

14. KELLY will be fully compensated for up to three (3) days absence due to the serious illness, injury, or emergency in the immediate family. Additional leave with full pay less the actual daily cost of a substitute, may be granted at the discretion of the Superintendent.

15. KELLY shall have available three (3) personal business days, without reason or loss of pay, but with the prior approval of the Superintendent. Personal business is defined as a leave used for any reason except recreation, rest, recuperation, or any venture resulting in remuneration of services rendered by a staff member. Requests for two (2) or more consecutive personal days must be accompanied by a reason conforming to the definition above and are subject to the approval of the Superintendent. Unused personal days convert to sick personal days, per 18A:30-2, no person shall be allowed to increase her total accumulation of sick days by more than 15 days in any one year. These sick/personal days can only be used after all of the sick days are used.

16. Termination of Employment

a. Notice: This Agreement may be terminated by either party without cause upon either party furnishing the other with written notice at least sixty (60) days in advance of any intended termination.

b. Cause: Discharge for cause shall constitute conduct which is seriously prejudicial to the school district, including but not limited to, neglect of duty, inefficiency or incompetence. Notice of discharge for cause without notice shall be given in writing and KELLY shall be entitled to appear before the Board to discuss such causes. If KELLY chooses to be accompanied by legal counsel at such meeting, she shall bear any costs incurred for this representation. Such meeting shall be conducted in Executive Session. KELLY shall be provided a written decision describing the results of the meeting.

17. Revocation Clause

The parties hereto agree that in the event KELLY's certificate to work as the School Business Administrator is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the School Business Administrator is lawfully precluded from performing her duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of their Employment Agreement shall terminate and the School Business Administrator's employment shall cease.

18. Savings Clause

If, during the term of this Employment Agreement, it is found that a specific clause of the employment contract is illegal under Federal or State law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

19. Modification Clause:

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both Parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

20. This Agreement and all rights, obligations and liabilities arising hereunder shall be construed and enforced in accordance with the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of June, 2019.

For the Board


Jennie Smith Wilson, President

Date: 6/3/19

For the Employee


Anoinette Kelly

Date: 6/3/19

APPROVED