

EMPLOYMENT AGREEMENT
between
THE BOARD OF EDUCATION OF THE VILLAGE OF RIDGEWOOD
and
STACIE A. POELSTRA
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 Ms. STACIE POELSTRA (hereinafter referred to as "POELSTRA"), for and in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. POELSTRA agrees to serve as Assistant Superintendent for Curriculum, Instruction and Assessment 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 POELSTRA 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 POELSTRA as Assistant Superintendent for Curriculum, Instruction and Assessment.
2. POELSTRA agrees to accept and carry out all of the full-time duties and responsibilities that currently or may hereafter pertain to the position of Assistant Superintendent for Curriculum, Instruction and Assessment 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 POELSTRA for the period beginning July 1, 2019 and ending June 30, 2020.
4. The Board shall pay POELSTRA an annual salary of **\$172,471. (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 POELSTRA to N.J.A.S.A, N.J.P.S.A. A.A.S.A., Bergen County A.S.A., A.S.C.D., NJ Superintendents' Study Council (Seton Hall University), and any other organizations agreed to by the Superintendent in consultation with the Board.
6. POELSTRA 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 POELSTRA 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 POELSTRA for automobile mileage in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under the OMB circular, and any subsequent circular letters which may be issued by the State Office of Management and Budget for all travel which requires the Assistant Superintendent for Curriculum, Instructions and Assessment to use her automobile in the performance of her duties under this Employment Agreement, exclusive of commutation costs. The Assistant Superintendent For Curriculum, Instructions and Assessment will provide the Board with appropriate records and/or receipts. This includes mileage reimbursement at a 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 POELSTRA \$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. POELSTRA shall be entitled to twenty-two (22) vacation days per year of employment. Vacation will be taken at a time mutually agreeable to POELSTRA and the Superintendent. Not more than 17 days may be carried over from year to year. 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). This payment will be up to \$15,000 or to the maximum allowable by law. If POELSTRA 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 POELSTRA 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, POELSTRA 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 POELSTRA can show proof of medical coverage by a spouse (excluding a district employee) prior to December 1 of each year, (N.J.S.A. § 52:14-17.31a) she may elect to waive medical insurance coverage in return for a payment of \$2,000 or 25% of the amount saved by the school district- whichever is less. Payment will be made in each year coverage is waived. The payment may be pro-rated in accordance with the timing of the waiver. POELSTRA may request, in writing, to resume medical 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 POELSTRA 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, POELSTRA is subject to maximum contribution of 26% toward the cost of health care benefits coverage pursuant to Chapter 78, P.L. 2011. If POELSTRA enrolls in any district health insurance plan(s), Pursuant to applicable laws and regulations, the employees shall contribute an amount towards the payment of premiums. All premium contributions will be made through payroll deductions.

11. POELSTRA 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 (2), 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. POELSTRA shall receive twelve (12) sick leave days per school year (July 1 to June 30) on the first day she reports to work each year. If POELSTRA'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 POELSTRA 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 POELSTRA.

b. If POELSTRA 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 letters of retirement submitted after January 15 will cause the payment to be made to POELSTRA by July 30 of 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 POELSTRA) 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. POELSTRA 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. POELSTRA 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. These (3) 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 POELSTRA shall be entitled to appear before the Board to discuss such causes. If POELSTRA 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. POELSTRA shall be provided a written decision describing the results of the meeting.

17. Revocation Clause

In the event POELSTRA's certificate to work as the Assistant Superintendent for Curriculum, Instruction and Assessment is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the Assistant Superintendent for Curriculum is lawfully precluded from performing his 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 Assistant Superintendent for Curriculum'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 Agreement is contrary to Federal or State law, the remainder of the Employment Agreement not affected by such a 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 2nd day of June, 2019.

For the Board

Jennie Smith Wilson
Jennie Smith Wilson, President

Date: 6/3/19

For the Employee

Stacie Poelstra
Stacie Poelstra

Date: 5/30/19

