

## EMPLOYMENT CONTRACT

THIS AGREEMENT, made this 19<sup>th</sup> day of June, 2018

Between: THE BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO, whose principal office is, located at 1980 Township Drive, Marlboro, New Jersey 07746

(Hereinafter referred to as BOARD)

And: CINDY BARR-RAGUE  
20 Walnut Street  
Red Bank, New Jersey 07701

(Hereinafter referred to as ADMINISTRATOR)

### WITNESSETH:

1. The Board hereby employs administrator, and administrator hereby accepts employment on the terms and conditions herein set forth, and agrees to observe, hold and abide by the laws and rules of the United States, the State of New Jersey, and the policies, rules and regulations of the Board as they may be in force from time to time, and to adhere to the job description. The Board reserves the right to revise the job description according to its discretion, after input from the Superintendent or his designee and employee.
2. Administrator is hired for the position of School Business Administrator/Board Secretary. Administrator may engage in outside activities, paid or unpaid, so long as they do not conflict with the interests of the Marlboro Township School District (hereinafter referred to as the "District") or divert attention away from the regular full time duties of the position. Administrator recognizes that the nature of the position is such that hours of work or days of work cannot be specified. It is the obligation of Administrator to work such hours and such days as are required to fulfill the obligations of the job position. These core hours shall not be limited to the hours regularly worked by certificated and noncertificated employees in the District.
3. The term of this agreement is from July 1, 2018 through June 30, 2019.
4. The administrator will receive an annual salary of One Hundred and Eighty Thousand and Fifty Seven Dollars (\$180,057.00) per annum, which includes a longevity stipend of \$1,200. Payments will be paid in equal semi-monthly installments for the period of July 1, 2018 - June 30, 2019.

## **Certification**

The Business Administrator represents that he possesses all appropriate certifications required to serve in the position of School Business Administrator in the State of New Jersey. Should her certificate be revoked, this Agreement shall be null and void effective upon such revocation.

## **Merit Pay**

A merit goal will be submitted in the near future; payment will be \$3,500.

## **Health Benefits**

### 1. Medical

The Board of Education will pay for the employee one hundred percent (100%) of the cost single and dependent health coverage as provided in the current contract with New Jersey School Employees Health Benefit Plan NJ Direct 15.

### 2. Dental

The employee and her eligible dependent(s) may enroll in a Board sponsored dental program, and the Board will pay for the cost of said dental plan.

### 3. Prescription

The employee and her eligible dependent(s) may enroll in a Board sponsored prescription plan, the premium for which shall be paid by the Board. The prescription plan is a part of the NJ Direct 15 plan.

The Business Administrator shall contribute towards health benefits, as per the requirements of P.L. 2011 Chapter 78. The districts health plan changed in November 1, 2017 for all employees, in consideration for this change the contribution rate was reduced to 28% for all administrative personnel at that time and remains the same.

The Board of Education shall implement an IRS 125 P.O.P. and flexible spending account for employee contributions to dental and medical benefits.

## **Disability Insurance**

The Board shall pay the premium and /or reimburse the School Business Administrator to \$1,000 per school year towards the annual premium for a disability income protection policy selected by her.

## **Sick Days**

Sick leave is defined to mean the absence from his or her post of duty, of any employee because of personal disability due to illness or personal injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease in his or her immediate household.

The employee shall be entitled to fourteen (14) sick leave days each school year as of the first official day of said year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.

## **Payment for Accumulated Sick Leave Upon Retirement**

Should the administrator retire with 10 or more years of district service, said administrator shall be entitled to payment for each sick day accumulated at the time of retirement as set forth below; provided, however, that the maximum amount payable in accordance with the terms of this Agreement shall be fifteen thousand dollars (\$15,000.00). Retirement shall be defined as being eligible for, applying for and immediately receiving TPAF pension payments upon leaving district service.

<u>Days Accumulated</u>	<u>Value per Day</u>
1 – 75	\$55.00
76 – 150	60.00
151 – 250	65.00

## **Personal/Bereavement Leave**

1. The provisions for personal and bereavement leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.
2. a. For the death of a parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, spouse, parent of spouse, son-in-law, daughter-in-law, or person who at the time of death resided in the same household as the employee and with whom the employee had a close relationship, a period of five (5) consecutive days per incident with one of the days being the day of interment or cremation.  
  
b. For grandparent-in-law, aunt, uncle, nephew, niece, sister-in-law and brother-in-law, one (1) day per incident.
3. An allowance of up to a total of five (5) days shall be granted for personal matters other than above stated. Written requests shall be submitted to the Superintendent for approval three (3) days in advance of date requested. The three (3) day notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:

- a. Court Subpoena
  - b. Marriage of employee or marriage in the immediate family
  - c. Recognition of a religious holiday
  - d. Personal business, which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the employee to specify the nature of the personal business.
  - e. For any other emergency or urgent reason approved by the Superintendent. The three (3) day notice requirement shall be waived in emergent matters.
4. Personal days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Superintendent of Schools.
  5. All benefits to which the employee was entitled at the time he or she went on a Board approved leave of absence, including unused accumulated sick leave, shall be restored to him or her upon his or her return.
  6. A leave of absence without pay may be granted in case of an extreme personal hardship, for the balance of the school year in which the hardship occurred, upon the recommendation of the Superintendent and approval by the Board of Education.

#### **Specialized Equipment to Increase Productivity**

The Board shall be responsible for servicing and upgrading the Dell Precision Mobile Workstation with notebook and PDA capability previously provided, in an amount not to exceed \$3,000, if determined to be appropriate and approved by the Superintendent. Said equipment shall remain the property of the Marlboro Township Board of Education.

#### **Dues**

The annual dues for the administrator to the Association of School Business Officials International, New Jersey Association and Monmouth County Association of School Business Officials shall be paid for by the Board of Education.

#### **Professional Liability**

The Board agrees that it shall defend, hold harmless, and indemnify the School Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the School Business Administrator in his/her individual capacity or in his/her official capacity as agent and/or employee of the Board, provided that the incident arose while the School Business Administrator was acting within the scope of his/her employment, and where such liability coverage is within the authority of the Board to provide under state law.

## **Convention Expense/Tuition Reimbursement**

The total amount of reimbursable convention expenses and tuition available during a year shall not exceed five thousand dollars (\$5,000.00). The administrator will be entitled to attend, subject to the Superintendent's approval, appropriate professional meetings at the local, state and national level, state and county business administrators meetings, and any other meeting that benefits the District, as determined by the Superintendent. The expenses of said attendance shall be reimbursed by the District within the budgetary limits established by the Board and within the criteria of the policies and regulations and applicable state law.

Subject to applicable state law and Board policies, reimbursable expenses from convention expenses shall consist of the costs of the administrator's travel to and from the convention site, room and board at the convention site and registration fees. Reimbursable expenses for tuition from an accredited institution shall include the cost of tuition, registration fees and textbooks for postgraduate courses at an institution of the administrator's choice. Appropriate documentation of claims for reimbursement shall be made and approved by the Superintendent. Even though there may be funds available for convention expenses and tuition reimbursement, the administrator shall secure approval and authorization from the Superintendent and, unless excluded by Board policy, the Board prior to registration.

## **Vacation Leave**

The administrator is entitled to twenty (20) paid days of vacation leave each year. The administrator shall be permitted to take vacation days at any time. However, the utilization of vacation days shall be coordinated by the Superintendent to ensure that during the summer months the District is monitored by at least one of the three key District administrators (Superintendent, Assistant Superintendent and/or Business Administrator). Exceptions concerning the simultaneous utilization of vacation days by the Superintendent, Assistant Superintendent and the Business Administrator may be made at the discretion of the Superintendent with the knowledge and support of the Board President.

The administrator shall be permitted to carry over a maximum of ten (10) vacation days from one year to the next. Any permitted days of absence not utilized by the administrator in a given year or not carried over in accordance with this section shall be lost. The carry-over privilege shall be based upon the Superintendent's sole discretion.

In the event of the employee's death all unused vacation leave accrued will be paid to the employee's estate.

## **Evaluation**

The Superintendent shall annually evaluate the performance of the School Business Administrator/Board Secretary in accordance with Board Policy 1330.



**Consolidation**

If, at any time during the term of this Employment Contract the district joins, creates, and/or becomes a regional or consolidated entity of any kind, or if the district becomes a non-operating district, or if, for any reason, the position of Business Administrator is abolished or combined with a position for which the Employee does not hold the appropriate certificate, the Board shall pay the Employee a lump sum equal to the salary, benefits and emoluments that the Employee would have received under this Employment Contract if he continued to be employed in that capacity, limited to six months. The lump sum shall be paid to the Employee before: (a) the newly created board is seated; (b) the district becomes a non-operating district; or (c) his position is combined with another. This provision shall not apply if the newly created board or entity: (i) appoints the Employee to the position of Business Administrator of the newly created district or entity under terms and conditions which are at least equal to or greater than those provided herein, and (ii) the Employee accepts such appointment.

**Other**

Any per diem calculations in this contract shall be based on 260 days per year.

It is further understood and agreed that the terms and conditions of employment of administrator, except to the extent this Agreement provides otherwise, shall be determined by the policies and regulations in existence at this time and any and all regulations adopted will supersede existing language.

**Complete Agreement**

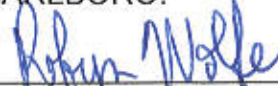
During the term of the contract, the administrator shall have the right to terminate this contract upon giving to the Board sixty (60) days notice in writing of his intention to do so.

IN WITNESS WHEREOF. The parties hereto have set their hands and seals.

ATTEST:

BOARD OF EDUCATION OF  
THE TOWNSHIP OF  
MARLBORO:

  
\_\_\_\_\_  
Elizabeth Walsh

  
\_\_\_\_\_  
Robyn Wolfe, President

WITNESS:

  
\_\_\_\_\_  
Christine Jelinsky

  
\_\_\_\_\_  
Cindy S. Barr-Rague