

EMPLOYMENT AGREEMENT

Between

BOBBIE BERIONT

and

KINGWOOD TOWNSHIP BOARD OF EDUCATION

July 1, 2008 through June 30, 2009

THIS EMPLOYMENT AGREEMENT is made and entered into this 27th day of May, 2008, by and between the Kingwood Township Board of Education, Kingwood, County of Hunterdon, New Jersey (hereinafter referred to as the "Board") and Bobbie Beriont, 261 Adamic Hill Road, Milford, New Jersey, 08848 (hereinafter referred to as the Board Secretary/School Business Administrator).

WHEREAS, the Board desires to provide the Board Secretary/School Business Administrator with a written Employment Agreement in order to enhance administrative stability and continuity within the school district, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Board Secretary/School Business Administrator believe that a written Employment Agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the school;

NOW THEREFORE, the Board and the Board Secretary/School Business Administrator, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the Board Secretary/School Business Administrator, hereby employs, and the Board Secretary/School Business Administrator hereby accepts employment as Business Administrator/Board Secretary of Schools for a term commencing July 1, 2008 and ending June 30, 2009.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification: The Board Secretary/School Business Administrator shall hold a valid certificate or appropriate certificate of eligibility to act as Board Secretary/School Business Administrator in the State of New Jersey.

B. Duties: The Board Secretary/School Business Administrator shall fulfill the duties of the position, as described in the Operations and Procedures manual under Part III D2, and serve in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, and the existing job description and policies of the Board together with those which may be adopted by the Board in the future.

The parties shall endeavor in good faith to refer to each other any substantive criticism, complaints, and suggestions concerning the operation and management of the district called to their attention.

The Board Secretary/School Business Administrator shall have the authority to consult with the Board's legal counsel on school district legal issues related to her duties and the

business of the Board, but not on legal issues related to her employment or personal status.

3. PROFESSIONAL GROWTH

The Board Secretary/School Business Administrator may, upon prior approval of the Board, participate in the following:

- A. Attendance of the Board Secretary/School Business Administrator at appropriate conferences and workshops provided that the scheduling of same does not significantly interfere with the responsibilities of the Board Secretary/School Business Administrator.
 - 1. Annual New Jersey Association of School Business Officials conference.
 - 2. Annual New Jersey School Boards Association conference.
 - 3. Seminars and courses offered by public or private educational institutions.
 - 4. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Board Secretary/School Business Administrator to perform her professional responsibilities for the Board.
 - 5. Other activities promoting professional growth of the Board Secretary/School Business Administrator.
- B. The Board agrees to reimburse the Board Secretary/School Business Administrator for reasonable expenses incurred in connection with all Board business, including professional time activities approved under A above, upon her submission of documentation for all such expenses with receipts, cancelled checks or credit card statements, and will conform with 18A:11-12 and OMB Circular 08-13 and any subsequent Circulars issued by the OMB.
- C. The Board Secretary/School Business Administrator agrees to report back to the Board concerning participation in the foregoing activities within a reasonable time thereafter.

4. COMPENSATION

- A. Salary: The Board shall pay the Board Secretary/School Business Administrator an annual prorated salary of One Hundred Thousand Dollars (\$100,000) for the period July 1, 2008 through June 30, 2009. This annual prorated salary rate shall be paid to the Board Secretary/School Business Administrator in accordance with the schedule of salary payments in effect for other certified employees.
- B. The Board shall provide the Board Secretary/School Business Administrator with a computer and other necessary equipment for her use while working at home in connection with her duties as set forth under Paragraph 2B of this Employment Agreement. Said equipment shall be the property of the Board. However, the Board

Secretary/School Business Administrator shall be responsible for maintaining said computer and any other necessary equipment used in her home.

- C. The Board shall provide the Board Secretary/School Business Administrator with a cellular telephone and pay the monthly charges, up to Twenty-Five Dollars (\$25) for business-related telephone call charges.

5. BENEFITS

The Board shall provide the Board Secretary/School Business Administrator with the following benefits as provided by N.J.S.A. 18:A 30-9:

A. Vacation:

- (1) Vacation days are based on 100% full-time employment.
- (2) The Board Secretary/School Business Administrator shall receive twenty (20) vacation days prorated annually.
- (3) Up to five (5) unused vacation days may be accumulated for use the following year with prior approval from the Chief School Administrator.
- (4) No other vacation days may be accumulated from one year to the next.
- (5) Should the Board Secretary/School Business Administrator terminate her employment with the district for any reason, she shall be entitled to compensation for any unused accumulated vacation days, to be paid at the current per diem rate and based on a 240 day work year.

B. Holidays: The Board Secretary/School Business Administrator shall be required to work the twelve (12) month administrative calendar. The Board Secretary/School Business Administrator shall be entitled to the following legal holidays:

- New Year's Day
- Martin Luther King Day*
- Friday of President's Day weekend*
- Monday of Presidents' Day weekend*
- Good Friday*
- Easter Monday*
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Eve
- Christmas Day
- Weekdays between Christmas and New Year's Day

*Provided these days are considered holidays and included in the Board's Official School Calendar. In the case that these days are not considered holidays, they will become floating holidays. Such floating holidays shall either be scheduled by the Chief School Administrator or taken with her prior approval.

C. Sick Leave:

- (1) Sick Leave days are based on 100% full-time employment.

- (2) The Board Secretary/School Business Administrator shall be entitled to twelve (12) days annually, with pay, for illness.
- (3) Unused sick leave days are cumulative and may be carried forward to the next school year. By October 1st of each school year, the Board Secretary/School Business Administrator shall receive written notification of her sick leave entitlement.
- (4) Upon separation for the purpose of retirement, fifty percent (50%) of accumulated unused sick days to be reimbursed to the Board Secretary/School Business Administrator not to exceed Eight Thousand Dollars (\$8,000). A days' pay shall be defined as 1/240th of the Board Secretary/School Business Administrator's annual salary, and will conform to 18:A30-3.5.
- (5) No carryover of sick days leave from another school district will be recognized.

D. Personal Leave:

- (1) Personal leave days are based on 100% full-time employment.
- (2) The Board Secretary/School Business Administrator shall be entitled to five (5) days annually, with pay, for matters of personal business which require absence during working hours.
- (3) Application to the Chief School Administrator for personal leave shall be made at least five (5) working days before taking such leave, except in the case of emergencies.
- (4) Unused personal leave days will be added to the Board Secretary/School Business Administrator's accumulated sick leave at the beginning of the following school year; provided, however that the Board Secretary/School Business Administrator shall not be allowed to increase her total accumulation by more than fifteen (15) days in any one year as provided by N.J.S.A. 18A:30-7.

E. Bereavement Leave

- (1) Five (5) consecutive days absence, with pay, beginning on the day immediately following a death in the Board Secretary/School Business Administrator's immediate family. Immediate family shall mean: spouse, child, parent, sibling, grandparent, grandparent of spouse, grandchild, mother-in-law, father-in-law, and any other person residing in the home of the Board Secretary/School Business Administrator for an extended period of time.
- (2) Up to a maximum of one (1) day for death of other relatives.
- (3) Bereavement leave days are not cumulative.

F. Jury Duty

- (1) Should the Board Secretary/School Business Administrator be called to jury duty, she shall report this to the Chief School Administrator and shall be permitted to serve and will not be penalized for doing so. The Board Secretary/School Business

Administrator shall receive full pay from the Board and, in turn, shall reimburse the Board for any compensation received from the court, less any travel expense.

- (2) While serving on jury duty, the Board Secretary/School Business Administrator is required to report daily her schedule for the following day, and must report to work when excused by the court for the day or any part thereof, or suffer loss of pay.
- G. Other: Other leaves, without pay, may be granted in accordance with state and federal Family Leave Acts.
- H. Health Benefits: The Board shall provide health care and prescription insurance coverage to the Board Secretary/School Business Administrator and her spouse and dependents according to the Horizon Blue Cross Blue Shield of New Jersey.
- I. Membership Fees: Professional Association dues will be paid up to a maximum of Two Thousand Five Dollars (\$2,500) per year with the prior approval of the Chief School Administrator, and which the Chief School Administrator deems necessary to maintain and/or improve the Board Secretary/School Business Administrator's professional skills, upon her submission of documentation for all such expenses with receipts, cancelled checks or credit card statements.
- J. Travel Expenses: When the Board Secretary/School Business Administrator is required to use her personal vehicle for approved travel on school related business, the Board shall reimburse mileage at the prevailing IRS rate per mile upon her submission of documentation for all such expenses with receipts, cancelled checks or credit card statements.
- K. Professional Growth:
- (1) The Board Secretary/School Business Administrator shall be required to attend conferences, seminars, training programs, etc., as directed by the Chief School Administrator or the Board. The work schedule will be adjusted to accommodate attendance at such conferences, seminars, training programs, etc., without additional compensation. Reimbursement will be at 100% for all required participation in professional workshops, upon submission of documentation for all such expenses with receipts, cancelled checks or credit card statements.
 - (2) The Board shall reimburse the Board Secretary/School Business Administrator for job related courses at the rate of 100% for courses taken, to a maximum of three (3) graduate courses to be taken during any semester, in an amount not to exceed the tuition for two (2) three (3) credit courses at Rider University. These courses may include continuing dissertation services in relation to the completion of a doctoral degree. Reimbursement for courses earning a grade will be at completion of the course with a grade of B or better and upon submission of documentation with receipts, cancelled checks or credit card statements.

Reimbursement of continuing dissertation services will be paid with no grade requirements, upon submission of documentation for all such expenses with receipts, cancelled checks or credit card statements.

6. TERMINATION OF EMPLOYMENT CONTRACT:

A. The parties hereto agree that in the event the School Business Administrator's certification is permanently revoked, all provisions of her Employment Agreement shall automatically terminate 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 this Employment Agreement shall terminate and the School Business Administrator's employment shall cease.

B. This Employment Agreement may be terminated by the School Business Administrator by giving the Board at least sixty (60) days prior written notice of such election to terminate.

7. RENEWAL-NON-RENEWAL

On or before May 15, 2009, the Board shall give the Board Secretary/School Business Administrator either:

A. A written offer of a contract of employment for the Board Secretary/School Business Administrator position for the 2009-2010 fiscal year; or,

B. A written notice that such employment will not be offered.

8. EVALUATION

The Chief School Administrator shall evaluate the performance of the Board Secretary/School Business Administrator one (1) time each year in accordance with statutes, regulations and Board policy relating to the Board Secretary/School Business Administrator evaluation. The evaluation shall be in writing; a copy shall be provided to the Board Secretary/School Business Administrator, and the Board Secretary/School Business Administrator and the Chief School Administrator shall meet to discuss the findings. The annual evaluation shall be considered by the Board in decisions relating to the salary, and/or contract renewal of the Board Secretary/School Business Administrator.

9. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

10. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence

over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

11. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific cause of the Employment Contract is illegal under Federal or State law, the remainder of the Employment Contract not affected by such a law shall remain in force.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Employment Agreement effective on the day and year first above written.

WITNESS:

Kingwood Township Board of
Education

LAURA HARTNER
Chief School Administrator

BY: _____
Board President

DATED: _____

DATED: _____

WITNESS:

LAURA HARTNER
Chief School Administrator

BOBBIE BERIONT

DATED: _____

DATED: _____