

## EMPLOYMENT CONTRACT

IT IS hereby agreed by and between the BOARD OF EDUCATION OF THE SOMERSET COUNTY VOCATIONAL & TECHNICAL SCHOOLS, located in Bridgewater Township, County of Somerset, State of New Jersey, hereinafter referred to as the "Board" and Raelene Sipple, residing at [REDACTED] hereinafter referred to as the "School Business Administrator"

WHEREAS, the Board and the School Business Administrator jointly desire to enter into an agreement for the period of July 1, 2022 through June 30, 2023; and

NOW, THEREFORE, in consideration of receiving School Business Administrator's goods and continued services, the Board recognizes fully all protections of tenure, due process, statutory and administrative code rights, entitlements and protections afforded to the School Business Administrator as a matter of law and will respect and honor same fully.

1. The School Business Administrator shall be paid an annual salary of \$144,067.00 and shall be prorated to reflect any partial year worked and paid in installments of one-twenty fourth ( $1/24^{\text{th}}$ ) in accordance with the schedule of salary payments in effect for other certified employees. Any required per diem adjustments to the School Business Administrator's salary will be calculated as  $1/260^{\text{th}}$  of the annual salary.
2. Throughout the term of this contract, the School Business Administrator shall be subject to discharge for good and just causes, provided, however, that the Board does not arbitrarily or capriciously call for her dismissal and that the School Business Administrator shall have the right to written charges, notice of hearing, and a fair hearing before the Board if the School Business Administrator chooses to be accompanied by legal counsel at the hearing, she will assume the cost of her legal expenses.
3. The School Business Administrator shall furnish throughout the life of this contract a valid and appropriate certificate as defined by New Jersey Law to act as School Business Administrator hereby agrees to devote her time, skill, labor and attention to said employment during the term. The School Business Administrator, as a 12-month employee, shall devote her full time attention and energy to the business of the District and shall not engage in other employment or activities that would interfere with the performance of her duties as School Business Administrator.
4. The School Business Administrator shall report directly to the Superintendent and as Board Secretary shall report directly to the Board. The School Business Administrator shall have the general supervision of the business office and staff; subject to the rules and regulations prescribed by the State Board of Education. She shall have the freedom to organize, reorganize and arrange the aforementioned office and staff, including all business affairs, which in her judgment best serves the Somerset County Vocational & Technical School District. The responsibility for selection, placement and transfer of personnel in said business office shall be vested in the School Business Administrator, subject to the approval of the Superintendent and the Board of Education. The Board, individually and collectively will refer promptly to all criticisms, complaints, and suggestions called to its attention to the School Business Administrator for study and recommendation. The School Business Administrator shall report from time to time, to and as directed by the Board, on the condition and progress of the Board office and staff or on any other matters requested by the Board, and she shall have such powers and perform such other duties as may be prescribed necessary for the effective and efficient operation of the office of the School Business Administrator, including computer, telephone, cellular phone, and copy and fax machine access.

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5. The Board shall render legal defense in accordance with NJSA 18A:16-6. Indemnity of Officers and Employees against Civil Actions arising in the Course of the Performance of Duties and NJSA 18A:6-1. Indemnity of Officers and Employees in Certain Criminal Actions.
6. The Board shall provide the School Business Administrator with periodic opportunities to discuss Secretary-Board relationship and shall inform her, at least annually, of any inadequacies as perceived by the Board. An annual evaluation shall be made by the Superintendent of Schools, orally and in writing, and may also be made by the Board, if requested by the School Business Administrator.
7. The School Business Administrator shall receive twenty-two (22) days of vacation annually and shall be permitted to carry over no more than twenty-two (22) vacation days from year to year. Upon the School Business Administrator's separation from employment in the District, the Board will pay the School Business Administrator for all unused vacation days earned and accumulated that year at the per diem rate calculated as  $1/260^{\text{th}}$  of her salary at the time of separation.
8. Sick leave entitlement shall be fifteen (15) days annually. Sick days shall be accumulative in accordance with NJSA 18A:30-3. Upon retirement from the district and after ten (10) continuous years therein, the School Business Administrator shall receive payment for accumulated, unused sick days on the basis of one (1) per diem day for every two (2) sick days accumulated up to a maximum of ninety (90) days of compensation, at a per diem rate of  $1/260^{\text{th}}$  of her salary, not to exceed the \$15,000.00 limit. Retirement from the district shall mean that the School Business Administrator shall be terminating her full-time employment. Moneys are payable under this section to the School Business Administrator who meets the years of service and age requirements to retire under TPAF.
9. Should the School Business Administrator be unable to perform any or all of her duties by reason of illness, accident or other causes beyond her control and said disability extends beyond the limit of her sick days as granted by the Board and accumulated as per NJSA 18A: Chapter 30 compensation from the Board shall cease. Compensation shall be reinstated after the School Business Administrator has returned to employment and undertaken the full discharge of her duties. If a question exists concerning the capacity of the School Business Administrator to return to her duties, the Board may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The said doctor shall be selected by the Board. The examination shall be done at the expense of the Board. The physician shall limit his or her report to those factors that prohibit the School Business Administrator from performing her duties. Once it has been determined that the School Business Administrator is disabled to a point where she can no longer perform her job, all of the District's obligations hereunder will cease.
10. Family medical coverage will be provided for healthcare insurance protection, including a dental and vision benefit insurance plan with any of the Board's current approved plans for the district. Pursuant to applicable law and regulation, the School Business Administrator shall contribute an amount toward payment of premiums. The Board shall provide disability insurance for the School Business Administrator and pay directly to the insurance company for a policy which has a thirty day waiting period and a maximum limit of 66% of her salary.
11. The School Business Administrator will be granted a maximum of three (3) personal days for matters such as illness of other members of the family, attendance at a funeral, personal business which cannot be handled outside business hours, unforeseeable emergencies, etc., as approved by the Superintendent. Unused days will be converted to accumulated sick days, provided that the fifteen (15) day accumulation limitation pursuant to N.J.S.A. 18A:30-7 is not exceeded.

12. The School Business Administrator in case of a death in the immediate family shall be entitled to a maximum of seven (7) consecutive calendar days if the School Business Administrator requires the same. The immediate family is defined as mother, father, sister, brother, child, grandparents, grandchild, spouse, spouse's parents, brother, sister, grandparents, or of any member of the family living in the same house as the School Business Administrator.
13. The Board agrees to contribute, at its option, toward the cost of approved courses under the following conditions:
  - a) 100% of tuition for a maximum of 12 credits (Fiscal Year).
  - b) Credit cost reimbursement to be up to the current cost at Rutgers-The State University. Any charges above that credit cost will be borne by the School Business Administrator.
  - c) Reimbursement will be made upon presentation of an official transcript showing a grade of at least (B) or higher or "pass" in a pass-fail course and a paid bill.
  - d) All courses must be taken at an accredited college or university, as recognized by the NJ Department of Education.
  - e) Such coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in NJAC 6A:9-2.1.
14. The Board agrees to pay dues and fees on behalf of the School Business Administrator to ASBO International, NJASBO, SCASBO, and any other organizations agreed to by the Board and the School Business Administrator.
15. The School Business Administrator shall be entitled to attend the Annual Conference of the NJ Association of School Business Officials, the NJ School Boards Workshop Conference and the annual ASBO International Conference and any other conference approved by the Superintendent and the Board. In addition, the Board agrees that the School Business Administrator may attend professional development programs sponsored by the NJASBO, NJASA, NJSBA and any other professional associations agreed to by the Superintendent or the Board. All fees and related travel expenses shall be reimbursed by the Board consistent with Board policy, state law, state regulations and applicable OMB circulars.
16. The Board will reimburse the School Business Administrator \$75.00 per month for work related use of personal cell phone.
17. The School Business Administrator will be entitled to eighteen (18) paid holidays each year. Holidays are designated on the approved school district calendar.
18. In the event of any conflict between the terms, conditions and provisions of this Employment Agreement 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 Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Agreement.
19. If, during the term of this Employment Agreement, it is found that a specific clause of the Employment Agreement is illegal in Federal or State law, the remainder of the Employment Agreement will not be affected by such a ruling and shall remain in force.
20. It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving to the other sixty (60) calendar days' notice in writing of intention to terminate.
21. The School Business Administrator shall fulfill all aspects of this Agreement, any exception thereto to be by mutual written consent of the Board and the School Business Administrator.




- 22. The Board has approved the terms and conditions of this Employment Agreement.
- 23. The School Business Administrator has approved the terms and conditions of this Employment Agreement.
- 24. Prior to any changes of this contract, proposed changes will be submitted to the Executive County Superintendent for approval.

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

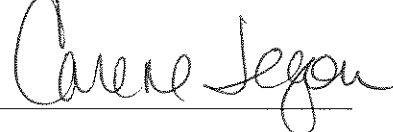
ATTEST:

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BOARD OF EDUCATION OF THE  
SOMERSET COUNTY VOCATIONAL  
& TECHNICAL SCHOOL DISTRICT

By:   
William Hyncik, Jr., President

WITNESS:



  
Raelene Stipple

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