EMPLOYMENT AGREEMENT

between the

MOUNTAIN LAKES BOARD OF EDUCATION

and

DR. JAMES RILEY
SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

for the period

JULY 1, 2025 THROUGH JUNE 30, 2026

EMPLOYMENT AGREEMENT

This AGREEMENT made this 19 day of May, 2025, between the MOUNTAIN LAKES BOARD OF EDUCATION (hereinafter referred to as the "Board"), which has its offices located at 96 Powerville Road, Mountain Lakes, New Jersey 07046, and DR. JAMES RILEY (hereinafter referred to as "Riley").

WITNESSETH:

WHEREAS, the Board is desirous of employing Riley in the position of School Business Administrator/Board Secretary and Riley is desirous of accepting employment; and

WHEREAS, the Board and Riley are desirous of entering into an Employment Agreement which sets forth the terms and conditions of employment for the position of School Business Administrator/Board Secretary;

NOW, THEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the Board and Riley agree to the following as the terms of the parties' agreement:

1. **EMPLOYMENT**

The Board hereby agrees to employ Riley as School Business Administrator/Board Secretary for the Mountain Lakes School District (hereinafter referred to as the "District") and Riley agrees to accept such employment for the period on July 1, 2025 and ending June 30, 2026. The parties acknowledge that this

Agreement must be approved by the Executive County Superintendent of Schools in accordance with applicable law and regulations.

2. **COMPENSATION**

a. The Board shall pay Riley One Hundred Eighty Three Thousand Seven Hundred Thirteen Dollars ($183,713) for the period beginning on July 1, 2025 and ending on June 30, 2026.

b. Riley's salary shall be paid in installments of one-twenty fourth (1/24th) of the annual salary in accordance with the schedule of salary payments in effect for other certificated employees.

c. Riley's annual salary shall be prorated for any partial year worked.

d. A day's salary in accordance with *N.J.A.C.* 6A:23A-3.1(e)9 is defined as 1/260th of the annual salary.

3. **PROFESSIONAL CERTIFICATION**

Riley shall hold a valid, duly registered certificate issued by the State of New Jersey, Department of Education which would enable him to perform the duties of School Business Administrator/Board Secretary for the duration of this Employment Agreement. At the time of signing this Agreement, Riley represents that he possesses the requisite certification.

4. **DUTIES**

a. Riley agrees to devote his full time skills, labor and attention to the duties of School Business

Administrator/Board Secretary and to give his best professional services and faithfully perform the duties of the School Business Administrator/Board Secretary for the District as prescribed by the laws of the State of New Jersey, the regulations of the State Department of Education, the policies and regulations which were adopted and are revised by the Board, and the job description adopted by the Board for the position of School Business Administrator/Board Secretary, which is incorporated into this Employment Agreement. Nothing contained herein shall, however, be interpreted as preventing the Board from revising the job description and imposing an obligation upon Riley to perform the duties set forth therein.

b. Riley shall attend all Board meetings, except for executive sessions called to evaluate the School Business Administrator/Board Secretary, and serve as an ex-officio member of all Board committees when requested by the Board and provide administrative recommendations on each item of business when appropriate.

c. The Business Administrator/Board Secretary shall report to the Superintendent of Schools and perform any other duties as required by the Superintendent of Schools.

5. **WORKING REMOTELY**

The Business Administrator/Board Secretary will be permitted up to five (5) work-from-home days, subject to approval by the

Superintendent. These days may only be used on days when school is not in session for students.

6. **LEAVES OF ABSENCES**

a. Sick Days. Riley shall receive twelve (12) sick days without deduction of pay per school year. Sick days shall be accumulative in accordance with *N.J.S.A.* 18A:30-3. Upon retirement from the District and subject to a maximum payment of Fifteen Thousand Dollars ($15,000), the Board shall pay Riley for his unused accumulated sick days at the rate of 1/260 of Riley's then current salary. Payment due hereunder shall be made within thirty (30) days of Riley's last day of employment.

b. Sick Leave Bank. A voluntary sick leave bank has been created and funded with accumulated sick days donated by Riley and other administrators in the District, as permitted by *N.J.S.A.* 18A:30-10. Riley and the other administrators covered by this sick leave bank may contribute a maximum of two (2) sick days per year of his available sick days. Contributions to the sick leave bank shall be irrevocable. Riley shall not be entitled to reimbursement for and/or restoration of any sick days he contributed to the sick leave bank. Riley is not required to participate in the sick leave bank.

c. Personal Leave. Up to three (3) non-cumulative personal days without deduction of pay per school year shall be

allowed for personal reasons. Approval for personal leaves shall be in writing to the Superintendent of Schools three (3) school days in advance. The use of personal days at the beginning or end of the student vacation periods or holidays is discouraged unless they are of an emergency nature.

d. Bereavement Leave. Riley shall be granted up to five (5) days of paid absence immediately following the death of an immediate family member. Immediate family consists of spouse, spouse's parents, child, step-child, parent, brother, sister, or any other relative living as a member of the immediate household.

7. **HOLIDAYS**

Riley shall be entitled to the following holidays with pay only when schools and offices are closed:

- Labor Day
- Rosh Hashanah
- Yom Kippur
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Good Friday
- President's Day
- Memorial Day
- July 4th

8. **VACATION**

a. Riley shall be entitled to an annual vacation of twenty two (22) prorated working days per year. All of the vacation days shall be available for Riley's use on July 1st of each year of this Employment Agreement.

b. Riley shall take his vacation time after giving the Superintendent one (1) week's prior notice. School vacations do not constitute time off for Riley, unless he uses his leave time. Riley may take vacation days during the school year, upon notice to the Superintendent. Riley is expected to attend to the business of the District as required for the smooth and efficient operation of the District.

c. The Board encourages Riley to take his full vacation allotment each year; however, not more than ten (10) vacation days may be carried over by Riley from year to year. All days carried over must be used in the next year, or those days taken will be forfeited.

d. In the event that Riley's Employment Agreement is terminated prior to its expiration, unused vacation time shall be paid on a prorated basis of days accrued per month. In the event this Employment Agreement is not renewed, earned but unused vacation time will be paid at Riley's daily rate of pay, based upon a 260 day work year, following his last day of employment. However, at the Board's discretion, should termination or non-

renewal occur, the Board reserves the right to require Riley to use his full vacation entitlement.

9. **PROFESSIONAL DUES/CONFERENCES**

a. The Board shall pay the annual dues for Riley's membership in the New Jersey Association of School Business Officials and Morris County Association of School Business Officials.

b. Attendance at the New Jersey Association of School Boards Association annual conference and the New Jersey Association of School Business Officials annual conference may be permitted. Subject to the Board's prior approval, the Board shall reimburse Riley for permitted travel, meals and lodging expenses for attendance at professional conferences in accordance with Board policy, the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

10. **HEALTH BENEFITS**

The Board shall provide Riley with the following health benefits:

a. Riley shall receive the health benefits coverage as provided to other employees of the Board. Riley shall contribute towards the cost of his health insurance premiums in accordance with applicable law. In no case shall Riley pay less

than the 1.5% of base salary in accordance with *N.J.S.A.* 18A:16-17 (P.L. 1979, c. 391). Such limitation shall in no way link this Employment Agreement with any agreement collectively negotiated with other District employees. The premium shall be paid by Riley through payroll deduction.

b. Riley is eligible for membership in the District's dental care plan. Riley shall contribute towards the cost of his dental insurance premiums in the same rate as he contributes toward his health insurance premiums. The premium shall be paid by Riley through payroll deduction.

c. Riley may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. Riley will be paid the lesser of twenty five percent (25%) or Five Thousand Dollars ($5,000) of the cost of said coverage of waiving such coverage. Any such payments will be in accordance with and are subject to applicable law and administrative regulation.

11. **EXPENSE REIMBURSEMENT**

a. The Board shall reimburse Riley for expenses incurred for mileage and tolls when traveling outside the District and for travel within the District in the performance of his duties under this Employment Agreement. Mileage reimbursement will be the same as that permitted by the State's

regulations regarding travel covered under the Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget. Riley will provide the Board with appropriate records and receipts.

b. Riley shall be reimbursed for cell phone usage relating to District business to a maximum of Forty Dollars ($40) per month. As a condition to this reimbursement, Riley must be reasonably available during non-work hours, and take reasonable measures to protect the confidentiality of District business being transmitted to and through said cell phone. This payment shall be subject to all applicable taxes and deductions at the source of wages.

12. **EVALUATION**

At least once each school year, the Superintendent shall evaluate the performance of Riley, in accordance with *N.J.A.C.* 6A:32-1 *et seq.* In the event that the Superintendent determines the performance of Riley is unsatisfactory in any respect, the Superintendent shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to Riley. The Superintendent shall meet with Riley to discuss the evaluation. Riley shall have the

right to respond to and comment upon the written evaluation, all in accordance with *N.J.A.C.* 6A:32-1 *et seq.* This response shall become a permanent attachment to Riley's personnel file.

13. **CRIMINAL HISTORY CHECK**

Riley shall be subject to a criminal history record check as set forth in *N.J.S.A.* 18A:6-7.1 to 7.5 and shall furnish the Board with verification of same. Riley shall bear the cost for the criminal history record check. Riley shall also be subject to the employment history review set forth in *N.J.S.A.* 18A:6-7.6 et seq., which requires the authorization for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

14. **RENEWAL OF EMPLOYMENT OF AGREEMENT**

The Board shall notify Riley in writing by May 15, 2026, whether or not his Employment Agreement will be renewed.

15. **TERMINATION OF EMPLOYMENT AGREEMENT**

This Employment Agreement may be terminated for the following reasons:

a. Mutual Agreement by the Parties

This Employment Agreement may be terminated by mutual agreement of the parties.

b. Notice

This Employment Agreement may be terminated by either party for any reason whatsoever by furnishing the other

party with written notice sixty (60) days in advance of any intended severance of this Employment Agreement.

c. Discharge for Cause

Discharge for cause which shall constitute conduct which is seriously prejudicial to the District, including but not limited to neglect of duty, inefficiency or incompetence. Notice of discharge for cause without sixty (60) days' notice shall be given in writing and Riley shall be entitled to appear before the Board to discuss such causes. If Riley chooses to be accompanied by legal counsel at such meetings, he shall bear any costs incurred for his representation. Such meeting shall be conducted in Executive Session. Riley shall be provided a written decision describing the results of the meeting.

16. **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 of 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.

17. **REVOCATION CLAUSE**

The parties hereto agree that in the event Riley's certification is permanently revoked, all provisions of this

Employment Agreement shall be null and void as of the date of the revocation, and if Riley 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 this Employment Agreement shall terminate and Riley's employment shall cease.

18. **SAVINGS CLAUSE**

If, during the term of this Employment Agreement, it is found that a specific clause of this 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.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

WITNESS:

DR. BRAD SIEGEL
Superintendent of Schools

Dated: 5/28/25

MOUNTAIN LAKES BOARD OF EDUCATION

BY: _____
JOANNE BARKAUSKAS
Board President

Dated: 5/15/25

WITNESS:

DR. BRAD SIEGEL
Superintendent of Schools

Dated: 5/28/25

DR. JAMES RILEY
Board Secretary/Business Administrator

Dated: 16 May 2025