

**BLOOMINGDALE PUBLIC SCHOOLS
BLOOMINGDALE, NEW JERSEY**

CONTRACTUAL AGREEMENT BETWEEN THE

BLOOMINGDALE BOARD OF EDUCATION

AND THE

SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

JULY 1, 2008 – JUNE 30, 2009

SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

AGREEMENT

This agreement entered into this 7th day of January 2008, by and between the Board of Education of the Borough of Bloomingdale in the County of Passaic, State of New Jersey, hereinafter called the "Board" and George J. Hagl, School Business Administrator/Board Secretary, hereinafter called the "Employee".

I. NEGOTIATION AGREEMENT

- A. All parties agree to enter into collective negotiation over a successor agreement no later than October 15th of the calendar year preceding the year in which this agreement expires.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

II. COMPENSATION

As of July 1, 2008, the employee shall be paid the annual rate of \$123,518 until June 30, 2009. The annual salary rate shall be paid to the employee in installments of one twenty-fourth of the annual salary rate twice per month.

Longevity, which is non-cumulative, will accrue at the rate of:

- A. \$685 per year after ten (10) years of service in Bloomingdale,
- B. \$712 per year after fifteen (15) years of service in Bloomingdale, and
- C. \$741 per year after twenty (20) years of service in Bloomingdale.

III. VACATION

An entitlement of 22 vacation days per year will be allotted. Vacation entitlement may be carried over into the next year for use in future years, up to a limit of seven (7) days per year.

In the event that the Employee dies before the contract period is completed, he shall have payment for entitled vacation days made to his beneficiary. If the Employee resigns or retires during the contract period, he shall receive cash payment for entitled vacation days, or have such days applied to retirement date. The rate of payment shall be based upon the per diem rate during the year the vacation days were accumulated.

IV. HEALTH AND INSURANCE PROTECTION

A. Major Medical/Hospitalization

The Board shall provide single, two-party or family coverage in the Board sponsored traditional health plan at no charge to the Employee.

B. Dental Plan

The Board shall provide single, two-party or family coverage in the Board sponsored dental plan at no charge to the Employee. The Board agrees to provide a dental plan, which includes the following elements:

- | | | |
|----|---------------------------|--------------|
| 1. | Preventive and Diagnostic | 100% |
| 2. | Basic Services | 80/20 co-pay |
| 3. | Prosthodontic Benefits | 50/50 co-pay |

The maximum amount payable for the above services shall be \$1,000 per calendar year.

C. Prescription Drug Plan

The Board shall provide a full family coverage prescription plan with a co-payment of \$10.00 for each brand name prescription filled and a co-payment of \$5.00 for each generic prescription filled.

D. Vision Care

The Board agrees to reimburse the Employee for up to a total of \$500.00 annually for family vision care.

E. Disability Insurance

The Board shall provide the Employee with Washington National Disability Insurance 100% Plan I, class coverage D.

F. Vehicle Insurance

The Board shall name the Employee's vehicles as additionally insured when used for Board related activities.

G. Change in Insurance Carriers

It is understood that the Board reserves the right to change carriers, provided that the new carrier provides equal or improved benefits than those in existence.

V. SICK LEAVE

The Employee shall be entitled to twelve (12) days sick leave per year. All unused sick leave days shall be accumulated from year to year. A doctor's certificate verifying illness after five (5) consecutive days of absence will be provided upon request.

VI. RETIREMENT ALLOWANCE

- A. Upon retirement, the Employee shall be entitled to payment for 100% of his accrued unused sick time, capped at \$20,000, and subject to the following provisions:
1. The rate per day shall be based on the Employee's last full year salary.
 2. Adequate notice of retirement shall be required. This notice shall be defined as April 1 of the retirement year. If less notice has been given, payment need not be made until one year later than otherwise specified.
 3. If adequate notice is given, the retirement allowance for sick time will be paid at the maximum amount (\$20,000), or at a different rate at the request of the employee.
- B. In the event of death of the Employee before the retirement allowance is made, such payment shall be made to the beneficiary of the Employee's estate.
- C. In the event that the Employee is affected by section XIV of this contract or any similar action, the retirement allowance shall be granted to the Employee.

VII. TEMPORARY LEAVES OF ABSENCE

The Employee shall be entitled to the following leaves of absence with full pay:

- A. Death in the immediate family – an allowance of three days (except in extenuating circumstances, five days) leave shall be granted at any one time, to attend the funeral of a member of the immediate family and for bereavement purposes.

Immediate family shall include mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, sister-in-law, brother-in-law, grandmother, grandfather, or any relative of the same household.

- B. Personal Business – the Employee shall be granted five (5) days leave per year without reason. Unused personal days shall be added to accumulated sick leave total.

Except in cases of extreme emergency, all requests for leaves shall be in writing to the Superintendent of Schools or his/her delegated agent, prior to the date requested.

C. Illness in Family

1. A leave of absence without pay for up to one (1) calendar year shall be granted for the purpose of caring for a sick member of the Employee's immediate family or a family member resident in the Employee's home, upon presentation of a physician's letter stating need.
2. Additional leave may be granted upon review and approval of the Board. Upon return from an extended leave of absence, the Employee shall be reinstated in the same position for which he is certified.

D. Disability Leave

1. If the Employee experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, and/or recovery, he shall apply for and receive disability leave upon presentation of documentation from a licensed medical physician.
2. Disability leave shall be charged to the Employee's accumulated sick leave, if any. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided under this agreement. However, notwithstanding any other paragraph in this section, insurance coverage provided at Board expense shall not exceed one year.
3. If the Employee absence is the result of a personal injury caused by an accident or unprovoked assault arising out of and in the course of his employment, the Employee shall be allowed disability leave with full pay for up to one (1) calendar year. Such leave shall not be charged to sick leave. In accordance with NJSA 18:30-2.1, any amount of salary or wages paid or payable to the Employee under this sub-section shall be reduced by the amount of any Workman's Compensation award made to the Employee under this sub-section for temporary disability pursuant to Title 34 of the NJ Statutes.

4. The Board shall grant a disability leave for a period of up to one (1) calendar year. The Board shall have discretionary power to grant an extension or reduction of the disability leave for a reasonable period of time, as requested. (See NJSA 18A:30-7).
5. If the Employee desires to continue in the performance of his duties during a period expected to lead to a disability, he shall be permitted to do so provided the Employee produces a statement from a licensed medical doctor, certified in writing to the Board not more than once per month, and confirmed by the School Medical Inspector, stating that the Employee is physically capable of continuing to perform his duties and stating up to what date, in the opinion of the physician, the Employee is capable of performing his duties.

E. Other

The Employee may be granted leave without pay upon submitting a written request to the Superintendent of Schools, specifying the reason and the duration of the request, and subject to the final approval of the Board.

VIII. RIGHTS AND PRIVILEGES

The Employee shall be permitted the reasonable use of school facilities with the approval of the Superintendent of Schools, and according to the community use of school regulations.

IX. EDUCATION ASSISTANCE PLAN

- A. To be eligible for assistance under this plan, the Employee must be actively employed on the payroll for 120 days.
- B. The Employee must pursue educational objectives and courses leading to them that are:
 1. Related to the Employee's position in the school system.
 2. Offered at an accredited college or university.
 3. All courses other than certification or degree programs shall be subject to the approval of the Superintendent and shall exclude correspondence, television courses, weekend courses that classroom or project hours are not comparable to a traditional program, and courses irrelevant to the Employee's field of work.

- C. The Board will reimburse the Employee for the full cost of books, tuition and/or laboratory fees upon completion of approved courses with passing grades. Books may be returned to the Board.
1. Reimbursement shall be limited to a maximum of one thousand-five hundred dollars (\$1,500) per semester.
 2. The costs of supplies, transportation, registration fees, matriculation fees, etc., are not included in the plan, and therefore, shall not be paid by the Board.

X. DEDUCTION FROM SALARY

The Board agrees to deduct from the salary of the Employee a payroll savings plan or tax shelter annuity program, as the Employee voluntarily authorizes the Board to deduct.

XI. EVALUATION

- A. The School Business Administrator/Board Secretary shall be evaluated only by persons certified by the New Jersey State Board of Examiners.
- B. The Employee shall be given a copy of the written evaluation of his performance, which shall include:
1. Performance areas of strength, including, but not limited to those evidence during the observation period.
 2. Performance areas needing improvement, including, but not limited to those evidenced during the observation period.
 3. Suggestions for improvement.
 4. The evaluation shall be signed by both the evaluator and the Employee. The Employee's signature shall not be interpreted as an assent to the contents signed.
 5. The Employee shall have an opportunity to have a conference within ten (10) school days after the receipt of the evaluation.

XII. MILEAGE REIMBURSEMENT

The Employee shall not be reimbursed for mileage and tolls while in the performance of his duties.

XIII. MISCELLANEOUS PROVISIONS

- A. The Employee shall be entitled to the following twelve (12) holidays: Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas, the day after Christmas, New Year's Day, Good Friday, Memorial Day and one floating holiday.
- B. The Board shall reimburse the employee for the cost of monthly cellular telephone charges.
- C. The Employee's annual membership dues, as related to the business office shall be paid by the Board.
- D. The Employee shall be granted release time for attendance at professional meetings, workshops and visitations to other schools, including such meetings, workshops, and visitations that may be scheduled in areas outside the State of New Jersey, subject to the approval of the Superintendent of Schools. The Employee shall be allowed to attend a minimum of two (2) professional conferences per year; the cost of which shall be reimbursed by the Board.
- E. In the event of the necessity of required job-related court appearance or fulfillment of jury duty requirements, the Board shall continue in effect present contractual policy with no loss of benefits, including salary, accumulated sick leave, and/or personal days.
- F. The Employee shall be entitled to reimbursement of reasonable business related expenses with Board approval.

XIV. CONSOLIDATION(S), MERGER(S), COMBINING WITH ANOTHER SCHOOL DISTRICT AND/OR ELIMINATION OF POSITION

In the event that the Employee's position or employment is adversely effected due to any reason or reasons, as stated in the above heading, or any form thereof, the Board, or newly formed Board(s) shall provide the Employee with all contractual benefits and compensation for one (1) full year after the Employee's date of separation, regardless of the contract expiration date.

XV. SEPARABILITY

If any provision, or part of any provision, of this agreement or any application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

XVI. PROFESSIONAL LIABILITY

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

XVII. DURATION

This agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2009.

The Employee must give sixty (60) days notice if he wishes to terminate the contract. The Board may terminate this contract for any reason, which would constitute a valid reason for terminating a tenured employee. If the Board does so, it shall owe no further monies. If the Board so terminates, and the Employee believes the reason is not sufficient, the Employee may appeal the decision to the NJ Commissioner of Education.

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

School Business Administrator/
Board Secretary

President, Bloomingdale Board
of Education

George Hagl

William Alexander

Date

Witness