



**State of New Jersey**

DEPARTMENT OF EDUCATION

PASSAIC COUNTY OFFICE

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ANGELICA ALLEN-MCMILLAN, ED.D.  
*Acting Commissioner of Education*

KESHA T. DRAKEFORD  
*Interim Executive County Superintendent*

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

May 2, 2023

Dr. Michael Nicosia  
Chief School Administrator  
Bloomingdale School District  
225 Glenwild Avenue  
Bloomingdale NJ 07403

**Re: 2023-2024 Employment Agreement  
Felicia Kicinski, School Business Administrator/Board Secretary**

Dear Dr. Nicosia:

I have reviewed the Employment Agreement for Felicia Kicinski, School Business Administrator/Board Secretary in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education as per N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the Employment Agreement subject to my review comply with applicable laws and regulations. Therefore, I approve the Employment Agreement for a period commencing on July 1, 2023 through June 30, 2024.

If there are any changes to the terms of this Employment Agreement, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing.

Sincerely,

Kesha T. Drakeford  
Interim Executive County Superintendent

KTD/jj

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **BLOOMINGDALE BOARD OF EDUCATION**, with offices located at Walter T. Bergen Middle School, 225 Glenwild Avenue, Bloomingdale, New Jersey 07403 (hereinafter the “Board”)

and

**FELICIA KICINSKI**, whose position is to be the School Business Administrator/Board Secretary (hereinafter the “Business Administrator”).

**WITNESSETH**

**WHEREAS**, the Board and the Business Administrator believe that a written Employment Agreement is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

**WHEREAS**, the Business Administrator is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-14.2;

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

1. **TERM**

The Board hereby agrees to employ Felicia Kicinski as the Business Administrator for the Board for the period beginning on July 1, 2023, and expiring at midnight on June 30, 2024. Attendance is expected at board and/or required committee meetings during the term of this Employment Agreement.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification and Revocation:

The Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education to serve as a School Business Administrator. The parties hereto agree that in the event the Business Administrator’s certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the certification revocation, and if the 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 Business Administrator’s employment shall cease.

  
**APPROVED**



The Business Administrator agrees to comply with all other legal requirements respecting her employment as School Business Administrator/Board Secretary.

B. Duties:

The Business Administrator shall devote her full attention and energy to the business of the Bloomingdale School District (hereinafter the "District"). The Business Administrator shall report directly to the Bloomingdale Superintendent of Schools (hereinafter the "Superintendent"), and serve in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, existing board policies and those which are adopted by the Board in the future.

The work schedule and duties assigned to the Business Administrator by the Superintendent should be appropriate to and consistent with the professional role and responsibility of the School Business Administrator/Board Secretary, and shall be set by the Superintendent and in accordance with the job description for the School Business Administrator/Board Secretary, which may be modified from time to time, consistent with the intent set forth above.

3. **PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR**

The Board encourages the continuing professional growth of the Business Administrator through her participation as she and the Superintendent might decide, in light of her responsibilities as the Business Administrator, in the following ways:

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops through New Jersey School Boards Association ("NJSBA"), the New Jersey Association of School Business Officials ("NJASBO"), and the national Association of School Business Officials ("ASBO");
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Business Administrator.

Upon the prior approval of the Superintendent and the Board, expenses for meals, lodging, registration, and transportation for state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Business Administrator's knowledge and expertise in the field of school accounting, facilities, and business administration shall be

paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with Office of Management and Budget (OMB) travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-3.1(e)4, board policy, and upon prior approval of the Board. The Business Administrator shall follow board policy and applicable law in supplying the necessary documentation for reimbursement. At a minimum, the Business Administrator shall be permitted to attend the fall NJSBA convention, spring conference of the NJASBO, and the New Jersey Association of School Administrators ("NJASA")'s TECHSPO. If approved, the Board shall pay for the conventions or reimburse the Business Administrator for the costs associated with same in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, and board policy, not to exceed \$1,200.00 annually for conferences.

4. **COMPENSATION**

A. Salary:

For the 2023-2024 school year, the Board shall pay the Business Administrator an annual salary of \$130,000.00 (one hundred thirty thousand dollars). Any modification of this Employment Agreement shall comply with the notice provisions of P.L. 2007, c. 53, the School District Accountability Act, and N.J.A.C. 6A:23A-3.1, et seq. The Business Administrator's salary shall be paid in accordance with the payroll schedule for other certificated employees.

B. Other Provisions:

During the term of this Employment Agreement, including any extension thereof, the Business Administrator shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Employment Agreement shall be in the form of an amendment, shall not be deemed that the Board and the Business Administrator have entered into a new Employment Agreement, and shall require prior approval of the Passaic County Interim Executive County Superintendent (hereinafter the "Executive County Superintendent").

5. **BENEFITS**

A. Vacation Days/Holidays:

For each year of this Employment Agreement, the Business Administrator shall be granted twenty-two (22) vacation days, calculated and prorated on an annual basis, which shall be available to the Business Administrator on July 1<sup>st</sup> of each school year. The Board, through its Board Office, shall be responsible for maintaining written documentation of the Business Administrator's earned, used and accrued vacation days. If the Business Administrator does not complete an Employment Agreement year, the number of vacation days shall be prorated at the rate of 1.83 days per month for the completed months of



service, and if, at the time of such mid-year separation of service, the Business Administrator has used any vacation days in excess of her completed months of service, the Business Administrator shall pay back the value of the excess vacation days used through payroll deduction. Annual payment of unused vacation days is prohibited pursuant to N.J.A.C. 6A:23A-3.1(e)9. The parties agree there shall be no payment to the Business Administrator for unused vacation days.

The Business Administrator is encouraged to take vacation time during periods when school is not in session, including scheduled school breaks and the summer recess period, and around the advertised board meeting calendar. The Business Administrator shall notify and consult with the Superintendent when scheduling vacations.

If business demands prohibit the Business Administrator from using all of her allotted vacation days in a given year, she may carry over up to five (5) unused vacation days to be used during the next year pursuant to board policy and in accordance with N.J.A.C. 6A:23A-3.1(e)9. Any unused vacation days that are not used in the following year shall be forfeited in accordance with N.J.S.A. 18A:30-9.1.

The Business Administrator shall be entitled to time off, with pay, for all legal holidays as set forth in the district administrative calendar, as approved annually by the Board including:

New Year's Day  
MLK Day\*  
President's Day (1)  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day\*  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

\*In the event that an in-service day is scheduled for any of the above holidays requiring the Business Administrator's attendance in district, the Business Administrator will be given an additional floating holiday.

B. Personal Days:

For each year of this Employment Agreement, the Business Administrator shall be granted three (3) personal days annually, without loss of salary, calculated and prorated on an annual basis, all of which shall be available to the Business Administrator on July 1<sup>st</sup> of

each school year. Personal days shall be used to conduct personal matters which require absence during school hours, to be used at the Business Administrator's discretion. Except in cases of emergency, the Business Administrator shall confirm personal leave use with the Superintendent, prior to the use of the leave. Unused personal days at the end of each Employment Agreement year do not convert to sick days and are not cumulative. Payment of unused personal days is prohibited.

C. Bereavement Leave:

The Business Administrator shall be granted up to five (5) bereavement days with pay annually, in the event of the death of a member of the Business Administrator's immediate family. For purposes of this Employment Agreement "immediate family member" shall be defined as the Business Administrator's spouse, child, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, grandchild, father, mother, brother, sister, or other relative whose residence is within the household of the Business Administrator.

D. Health Benefits:

The Board shall provide the Business Administrator and her dependents, if applicable, with medical, dental care, and prescription benefits that are consistent with the benefits of other district employees. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums in accordance with N.J.A.C. 6A:23A-3.1(e)5 and depending upon the particular plan in which the Business Administrator is enrolled. If the Business Administrator enrolls in the New Jersey Educators Plan or the Garden State Health Plan, the Business Administrator shall contribute in accordance with A20/S2273. If the Business Administrator enrolls in any other health plan, she shall contribute an amount established by P.L. 2011, Chapter 78, Tier IV. The contribution shall be made through payroll deduction, and the Board shall provide the Business Administrator with a Section 125 Plan.

The Business Administrator, at her discretion, may waive health insurance coverage. In the event the Business Administrator waives coverage, the Board shall pay the lesser of \$5,000 or 25% of the premium saved by the Board as a result of the waiver. The payment may be prorated in accordance with the timing of the waiver (25% applies to only state health benefits). If the Business Administrator elects to waive health benefits coverage, she must provide written representation of alternate insurance coverage to the Board. The Business Administrator shall be permitted to reenroll in the health insurance plan if there is a change in family status such as a death or divorce or for any other reason.

Continuation of health insurance coverage for dependents if the Business Administrator dies is prohibited in accordance with N.J.S.A.18A:16-16.

E. Sick Leave:

The Business Administrator shall be granted twelve (12) sick days annually. The unused portion of sick leave, at the end of any year, shall be cumulative and added to her sick day



balance accrued during her period of employment with the District in all positions of employment. Unused sick leave may be accumulated from year to year. The Business Administrator shall confirm absences resulting from personal illness in accordance with district policies.

F. Membership Fees:

The Board shall pay one hundred percent (100%) of the Business Administrator membership fees and/or charges to the NJSBO, the Passaic County Association of School Business Officials ("PCASBO"), and ASBO. In addition, upon prior written approval of the Superintendent, the Board may pay membership fees and/or charges to such other professional groups as the Business Administrator deems appropriate for the Business Administrator to maintain or improve her professional skills, not to exceed \$1,200.00 annually.

G. Expense Reimbursement:

The Board shall reimburse the Business Administrator for expenses incurred for travel and sustenance in the performance of her duties under this Employment Agreement in accordance with law. Mileage shall be paid from mileage vouchers according to the New Jersey Office of Management and Budget ("OMB") rates per mile. The Business Administrator shall be reimbursed for expenses pursuant to board policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1(e)4, not to exceed \$1,200.00 annually.

H. Smartphone and Laptop Computer:

The Board shall reimburse the Business Administrator for the use of her personal Smartphone for the purpose of carrying out her duties under the terms and conditions of this Employment Agreement not to exceed \$1,200.00 per year (\$100.00 per month). The Board shall also provide the Business Administrator with a laptop computer for the purpose of carrying out her duties under the terms and conditions of this Employment Agreement, with de minimus personal use. The laptop computer shall remain the property of the Board and shall be returned to the Board upon the Business Administrator's separation from service.

6. **RETIREMENT OR SEPARATION FROM SERVICE**

Upon the Business Administrator's certified retirement from employment, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law and with Article 5.E. above. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year in accordance with N.J.A.C. 6A:23A-3.1(e)10, as of the date of retirement following her last day of employment. Sick days are payable upon retirement only (not upon separation or to an estate upon death) in accordance with N.J.A.C. 6A:23A-3.1(e)8. Pursuant to N.J.S.A.

18A:30-3.5, payment shall not exceed \$15,000.00. The payment shall be made in a lump sum within thirty (30) days following the Business Administrator's retirement.

7. **EVALUATION**

The Superintendent shall evaluate the performance of the Business Administrator at least once a year on or before June 30<sup>th</sup> in accordance with statutes, regulations, and board policy relating to the evaluation of a Business Administrator. Prior to finalization, a copy of the evaluation shall be provided to the Business Administrator, and the Business Administrator and the Superintendent shall meet to discuss the findings.

8. **PROFESSIONAL LIABILITY**

The Board agrees that it shall defend, hold harmless and indemnify the Business Administrator from any and all demands, claims, suits, actions and legal proceedings brought against her in her official capacity as an agent of the Board, provided the incident arose while the Business Administrator was acting within the scope of this Employment Agreement and, as such, liability coverage is within the authority of the Board to provide under state law. In the event the Business Administrator is subject to criminal proceedings brought against her in her official capacity as an agent of the Board, the Board shall not be responsible to defend her or hold her harmless for the costs and expense incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Business Administrator.

9. **RENEWAL/EXTENSION OF EMPLOYMENT AGREEMENT**

Except as otherwise provided by law, any renewal/extension of this Employment Agreement shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon prior approval of the Executive County Superintendent.

10. **TERMINATION OF EMPLOYMENT AGREEMENT**

This Employment Agreement may be terminated by:

- A. Mutual agreement of the parties; or
- B. Unilateral termination by the Board or the Business Administrator upon ninety (90) days written notice to the other party; or
- C. Notification in writing by the Superintendent to the Business Administrator on or before May 15, 2023, of the Superintendent's intent not to recommend renewal of this Employment Agreement; or
- D. In the event that the Business Administrator's certificates are revoked, this



Employment Agreement shall become null and void as of the date of revocation.

**11. COMPLETE AGREEMENT**

This Employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and prior approval of the Executive County Superintendent.

**12. CONFLICTS**

In the event of any conflict between the terms, conditions, and 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 board policies or any such permissive law during the term of the Employment Agreement.

**13. SAVINGS CLAUSE**

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

**14. 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.

**15. MISCELLANEOUS**

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47A:101, et seq., the Right to Know Law, codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Business Administrator's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Business Administrator, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

  
**APPROVED**

The Business Administrator shall have the right, upon request, to review the contents of her personnel file and to receive copies at board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Business Administrator shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; such documents identified by her shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

No material derogatory to the Business Administrator's conduct, service, character or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Business Administrator shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Business Administrator shall also have the right to submit a written answer to such material.

**WHEREAS**, the Business Administrator approves the terms and conditions of this Employment Agreement, and agrees to be bound by same;

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

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Felicia Kicinski,  
School Business Administrator/Board  
Secretary

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Charles Caraballo, President  
BLOOMINGDALE BOARD OF  
EDUCATION

  
**APPROVED**



	A	B	C	D	E	F
1	<b>Business Administrator</b>					
2	<b>Detailed Statement of Contract Costs</b>					
3	District: Bloomingdale					
4	Name: Felicia Kicinski					
5	Date BOE Authorized Submission to County Office	4/27/2023				
6	District Grade Span	PK-8				
7	On Roll Students as of 10-15	554				
8						
9	Contract Term:	<b>2023-23</b>	<b>2023-24</b>	<b>Dif.</b>	<b>% dif</b>	
10	<b>Salary</b>					
11	Salary (prorated eff. 5/15/23 @ \$500.00 per day)*	\$ 130,000	\$ 130,000	\$ -		
12	Longevity	\$ -	\$ -	\$ -		
13	Shared Service	\$ -	\$ -	\$ -		
14	Total Annual Salary	\$ 130,000	\$ 130,000	\$ -		
15	<b>Additional Salary</b>					
16	Quantitative Merit Goals	\$ -	\$ -	\$ -		
17	Qualitative Merit Goals	\$ -	\$ -	\$ -		
18	Total Additional Salary	\$ -	\$ -	\$ -		
19	Total Annual Salary plus Additional Salary	\$ 130,000	\$ 130,000	\$ -		
20	<b>Board Contribution for Cost of Premiums for:</b>					
21	Health Insurance	\$ -	\$ -	\$ -		
22	Prescription Insurance	\$ -	\$ -	\$ -		
23	Dental Insurance	\$ -	\$ -	\$ -		
24	Vision Insurance	\$ -	\$ -	\$ -		
25	Disability Insurance	\$ -	\$ -	\$ -		
26	Long-term Care Insurance	\$ -	\$ -	\$ -		
27	Life Insurance	\$ -	\$ -	\$ -		
28	Other Insurance - Describe:	\$ -	\$ -	\$ -		
29	Waiver of Benefits (prorated eff. approx 5/1/23)*	\$ 5,000	\$ 5,000	\$ -		
30	Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -		
31	Board Contribution for Cost of Premiums	\$ 5,000	\$ 5,000	\$ -		
32	Employee contribution to health benefits as per law	\$ -	\$ -	\$ -		
33	Total Health Benefit Compensation	\$ 5,000	\$ 5,000	\$ -		
34	<b>Other Compensation</b>					
35	Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,200	\$ 1,200	\$ -		
36	Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,200	\$ 1,200	\$ -		
37	Tuition Reimbursement	\$ -	\$ -	\$ -		
38	Mentoring Expenses - Describe: None	\$ -	\$ -	\$ -		
39	National/State/County/Local/Other Dues	\$ 1,200	\$ 1,200	\$ -		
40	Subscriptions	\$ -	\$ -	\$ -		
41	Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,200	\$ 1,200	\$ -		
42	Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -		
43	Other - Describe:	\$ -	\$ -	\$ -		
44	Total Other Compensation	\$ 4,800	\$ 4,800	\$ -		
45	<b>Sick and Vacation Compensation</b>					
46	Max Paid for Unused Sick Leave Upon Retirement	\$ 1,000	\$ 7,000	\$ 6,000		
47	Max Paid for Unused Vacation Leave - Retirement or Separation	\$ -	\$ -	\$ -		
48	Total Sick and Vacation Compensation	\$ 1,000	\$ 7,000	\$ 6,000		
49	<b>TOTAL CONTRACT COSTS</b>	<b>\$ 140,800</b>	<b>\$ 146,800</b>	<b>\$ 6,000</b>		
50	* Salary and health benefits waiver are prorated for the period of 5/15/23 - 6/30/23					
51	** Per diem amount is \$500.00 per day for a total of \$17,500 for the period of 5/15/23 - 6/30/23 (35 days x \$500)					

  
**APPROVED**