

CONTRACT OF EMPLOYMENT

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THIS AGREEMENT, made this 9th day of April, 2008

BETWEEN:

**THE BOARD OF EDUCATION OF
THE BOROUGH OF MOUNTAINSIDE, UNION COUNTY ("Board")**

**AND: JEANETTE M. BAUBLES, Ed.D., (hereinafter called "Chief School
Administrator (CSA)")**

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supercedes all prior Employment Contracts between the Parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms herein;

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and the Chief School Administrator to the end that continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of students and residents of the district; and

WHEREAS, the Chief School 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:17-17;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I
EMPLOYMENT

- A. The Board hereby agrees to employ Jeanette M. Baubles, Ed.D., as Chief School Administrator/Principal for the period of April 14, 2008 through midnight June 30, 2011. Pending the appointment of a successor Principal of Deerfield School, CSA will continue to perform the duties of that position, in addition to her duties as CSA, for an additional per diem stipend of \$68.70, on an as-needed basis to be determined by the Board, for the balance of the 2007-2008 school year, and for such additional periods as the parties may agree upon. It is agreed that CSA's current employment agreement as Principal shall remain in effect until the Board determines that CSA's services in that position are no longer required, at which point CSA's contract as Principal shall be deemed rescinded.
- B. The parties agree that the Chief School Administrator's annualized salary for the remainder of the 2007- 2008 school year and for the 2008-2009 school year shall be \$135,000, payable in accordance with the Board's regular payroll schedule for all other professional staff and prorated for the portion of the school year for which the Chief School Administrator is employed by the Board.
- C. Effective July 1, 2009, the Chief School Administrator's salary for the remainder of the term of this contract shall be as determined by the Board, but shall not be less than the salary paid to her in the previous year. The Board agrees to review the Chief School Administrator 's salary at the conclusion of the 2008-2009 school year, and at least annually thereafter. The parties agree that future salary determinations by the Board will be based on merit and the performance evaluation described in Article V below.

- D. The Board will decide whether or not to award an annual merit increase by the first board meeting in April (prior to the annual organization meeting), but no later than April 30th. The determination of merit shall be made upon completion of the evaluation.
- E. Any annual merit increase awarded by the Board in or before April will take effect on the following July 1 and added to the base compensation.
- F. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2011 (the final day of this agreement) unless the parties have agreed to a contract extension. The terms of the extension will govern all increases to take effect on or after July 1, 2011.
- G. Nothing in this Agreement shall limit the Board's authority under Chapter 29 of the School Laws, including N.J.S.A. 18A:29-4 and 18A:29-14 (concerning withholding of increments).

CERTIFICATION

The parties acknowledge that the Chief School Administrator currently possesses the appropriate New Jersey administrative certification and school administrator endorsement. In the event that the certificate of the CSA is revoked this contract is null and void as of the date of the revocation.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Chief School Administrator hereby agrees to the following:

- A. To faithfully perform the duties of Chief School Administrator of Schools for the Board and to serve as the chief school administrator 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 specific job description adopted by the Board, applicable to the position of Chief School Administrator of Schools, is incorporated by reference into this contract.

B. To devote her full time, skills, labor and attention to this employment during the term of this contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing or other professional duties for compensation without permission of the Board. The Chief School Administrator shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this contract governing time off. The Board recognizes that the demands of the Chief School Administrator's position require her to work long and irregular hours.

C. To assume the responsibilities for the selection, renewal, placement, removal and transfer of both instructional and non-instructional personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, may refer to her.

E. To assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and business management, and all duties and responsibilities therein will be performed and discharged by her or by staff under her direction.

- F. To assume responsibility for the Principal's position of the Beechwood School per 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.
- G. The Chief School Administrator shall have a non-voting seat on the Board and the right to speak on all issues before the Board in accordance with applicable law. The Chief School Administrator shall attend all regular and special meetings of the Board, except where a Rice notice has been served upon the Chief School Administrator notifying her that her employment will be discussed in closed session, and the Chief School Administrator had not requested that the meeting be conducted in public, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District.
- H. To suggest, from time to time, regulations, rules, policies and procedures deemed necessary for compliance with law and/or for the well being of the School District.
- I. To perform all duties incident to the Office of the Chief School Administrator and such other duties as may be prescribed by the Board from time to time.
- J. The CSA shall have the right to direct access legal assistance in carrying out her duties at the expense of the board in accordance with board policies, rules, regulations, State and Federal laws.

ARTICLE IV

BENEFITS IN ADDITION TO SALARY

- A. The Chief School Administrator shall receive 13 sick days annually. Unused sick leave days shall be cumulative from year to year without limit, except as limited by provisions of Title 18A.

- B. The Chief School Administrator shall be entitled up to a \$3000 allowance at the Board's expense for professional dues for the following professional associations: NJASA, AASA and the County Administrators Association and/or other organizations deemed important by the Board. The Chief School Administrator may hold additional memberships in other organizations as approved by the Board in its sole discretion, and contained in the budget. The Chief School Administrator also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences as budgeted by the Board and similar expenses which she may incur while discharging the duties of Chief School Administrator including State mandated continuing education requirements. It is specifically understood that in the absence of compelling circumstances requiring the presence of the Chief School Administrator in the district, she shall be entitled to attend the Fall NJSBA Workshop and Convention and the Spring Conference of the NJASA. Reimbursement or payment of therefore shall be made in accordance with Board policies, not to exceed \$2500 annually, or the maximum reimbursement allowed by law, whichever is less.
- C. The Chief School Administrator may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.
- D. The Board shall provide the Chief School Administrator at Board expense with full family health and dental benefits coverage. The CSA will receive New Jersey State Health Benefits Plan (Blue Cross/Blue Shield, Major Medical)-Family Plan or its equivalent as provided to other Mountainside Board of Education employees.
- E. 1. The Chief School Administrator shall be entitled to an annual vacation of 25 working days per year.
2. The Chief School Administrator shall take her vacation at times approved in advance by the Board, preferably when school is not in session. If the Board

withholds its approval for any vacation days to be taken by the Chief School Administrator, or if the Chief School Administrator is unable to take certain vacation days, she shall follow the policy of the Board that employees shall accrue vacation days during a given year and take accrued vacation time no later than the year immediately following.

3. The Board encourages the Chief School Administrator to take her full vacation allotment each year; however, not more than five (5) unused vacation days may be carried over by the Chief School Administrator from year to year. All days carried over must be used in the next school year or those days not taken will be forfeited.

4. Vacation days shall accrue at a rate of 3 days per month. In the event of the termination of this agreement the value of any vacation days previously taken in excess of those accrued shall be deducted from any final compensation. Accrual of days shall not exceed 20 days and shall commence July 1st.

5. Upon termination of employment, CSA shall be entitled to payment for all accumulated, unused vacation time at the daily rate applicable at the time of termination, subject to such limitations as may imposed by law.

G. The Chief School Administrator shall be entitled to all holidays granted to other administrators in the district. Floating holidays may be taken during the school year upon two weeks prior notice to and approval of the Board President.

H. The Board shall reimburse the premium for the Chief School Administrator's existing long term disability insurance policy, to the extent possible, provided that the cost be equal to or less than the cost of the District's long term disability insurance policy.

I. The Chief School Administrator shall be reimbursed for use of her personal vehicle

for transportation related to her official duties during her employment.

Reimbursement will be based on rates established by the Internal Revenue Service.

- J. The Chief School Administrator shall be responsible for filing a time off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Chief School Administrator shall periodically review the Board Secretary's record to assure correctness.
- K. The Chief School Administrator shall be furnished with a mutually acceptable laptop computer at Board expense.
- L. The Chief School Administrator shall be provided a cell phone by the Board and reimbursed by the Board for district related cell phone expenses up to \$100 per month. The amount shall be paid directly to the CSA.
- M. The Chief School Administrator shall be entitled to reimbursement by the Board for up to \$2,500 per school year in compensation for a State appointed Mentor in his capacity as Mentor for the Chief School Administrator for so long as the mentorship remains in effect and the Chief School Administrator remains employed by the Board. The CSA may also enroll in the NJASA New Superintendent Academy at a not to exceed cost of \$1,000 to be reimbursed by the Board.
- N. Payment to Estate - If the CSA dies before her employment contract year is complete, payment for her accumulated vacation days shall be made to her estate along with salary through the date of death. No other payments shall be made to the estate as no other obligation shall accrue.
- O. Professional Liability – The board agrees that it shall defend, hold harmless and indemnify the CSA from any and all demands, claims, suits, actions and legal proceedings brought against the CSA in her individual capacity or in her official

capacity as agent and/or employee of the board, provided the CSA was acting within the scope of her employment; and, as such, liability coverage is within the authority of the board to provide under State Law.

ARTICLE V

ANNUAL EVALUATION

The Board shall evaluate the performance of the Chief School Administrator at least once a year in accordance with statutes, regulations and Board policy relating to Chief School Administrator evaluation. Each annual evaluation shall be in writing, a copy shall be provided to the Chief School Administrator and the Chief School Administrator and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Chief School Administrator's performance where a Rice notice has been served upon the Chief School Administrator notifying him that his employment will be discussed in closed session and the Chief School Administrator has not requested that the meeting be conducted in public. The evaluation shall be based upon mutually agreed criteria adopted by the Board and the CSA; the goals and objectives of the district, which shall include encouragement of student achievement; the responsibilities of the Chief School Administrator as set forth in the job description for the position of Chief School Administrator and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board in April prior to the annual organization meeting, but no later than April 30th. The Chief School Administrator shall propose a schedule for evaluation to the Board President by March 1st of each year.

ARTICLE VI

INTERIM EVALUATIONS

In addition to the annual evaluation, the Board may conduct interim evaluations, by October 1 and by February 1 of each school year. The interim evaluations shall be based upon the same criteria used during the annual evaluation process, but may be in the form of a written summary of comments of Board members made during a confidential board meeting(s) for the purpose of conducting an interim evaluation.

ARTICLE VII

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, Chief School Administrator's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) Failure to possess/obtain proper certification;
- (2) Revocation or suspension of the Chief School Administrator's certificate;
- (3) Forfeiture under N.J.S.A. 2C: 51-2;
- (4) Mutual agreement of the parties subject to the limitations of applicable law; or
- (5) Misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event the Chief School Administrator is arrested and charged with a criminal offense which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Disability of the Chief School Administrator. In the event the Chief School Administrator is disabled by illness or incapacity to such an extent that he is unable to perform substantially all of the duties required to be performed in the position of Chief School Administrator for a period of at least one hundred (100) consecutive school days, such disability shall constitute just cause to dismiss the Chief School Administrator for incapacity within the meaning of N.J.S.A. 18A: 6-10. Further, if a question exists concerning the capacity of the Chief School Administrator to perform substantially all of her duties, the Board may require the Chief School Administrator to submit to a medical examination to be performed by a doctor acceptable to the Board.

- D. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- E. The Chief School Administrator may terminate this Employment Contract upon at least 120 calendar days' written notice to the Board, filed with the Board Secretary, of her intention to resign.
- F. The Chief School Administrator shall not be dismissed or reduced in compensation during the term of this contract, except as authorized by paragraphs B. ,C. and D. *supra.* and N.J.S.A. 18A:17-20.2; provided, however, that the Board shall have the authority to relieve the Chief School Administrator of the performance of her duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay her salary and benefits for the duration of the term.
- G. In the event the Board elects to remove the Chief School Administrator from the actual performance of her duties prior to expiration of this contract, the Board shall compensate the Chief School Administrator for all salary and fringe benefits until the expiration date is reached, minus compensation from any and all other employment in the field of education. It is understood that the Chief School Administrator must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within contract. The salary received by the Chief School Administrator in such employment shall be deducted from the payments made to the Chief School Administrator by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VIII

REGIONALIZATION CONTINGENCY

If, at any time during the term of this Employment Contract (or any extension

thereof), the district joins, creates, and/or becomes a regional or consolidated entity of any kind, or if the district becomes a non-operating district, or if, for any reason, the position of Chief School Administrator is abolished or combined with a position for which the Chief School Administrator does not hold the appropriate certificate, the Board shall pay the Chief School Administrator a lump sum equal to one school year of the salary, benefits and emoluments that the Chief School Administrator would have received under this Employment Contract (or any extension thereof), had she remained employed for the school year next succeeding the termination of her employment. The lump sum shall be paid to the Chief School Administrator before: (a) the newly created board is seated; (b) the district becomes a non-operating district; or (c) her position is combined with another, but, in either case, only after her salary payments from the Board have otherwise ceased. This provision shall not apply if the newly created board or entity: (i) appoints Jeanette Baubles to the position of Superintendent and/or the Chief School Administrator of the newly created district or entity under terms and conditions which are at least equal to or greater than those provided herein, and (ii) Jeanette Baubles accepts such appointment; or (iii) Jeanette Baubles accepts alternate employment in the education field prior to receipt of her last salary payment from the Board. It is understood that the Chief School Administrator must make a good faith effort, prior to her last salary payment from the Board, to find employment elsewhere.

ARTICLE IX

RENEWAL - NON RENEWAL

This contract shall automatically renew per statute unless either of the following occurs:

- A. The Board by contract re-appoints the Chief School Administrator for a different term allowable by law; or
- B. The Board notifies the Chief School Administrator in writing, prior to July 1, 2010, that she will not be re-appointed at the end of the current term, in which case her

employment shall cease upon the expiration of this contract.

ARTICLE X
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.

ARTICLE XI
SAVINGS CLAUSE

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

- B. 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 federal or state law, the terms of this employment contract shall take precedence over the contrary provisions of the board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE XII

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORD

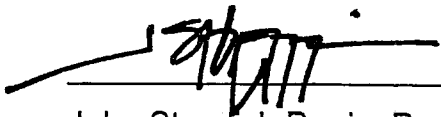
The Chief School Administrator shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein.

She shall be entitled to have a representative accompany her during such review. At least once every year, the Chief School 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; and, upon final approval of the board, such documents identified by her shall be destroyed. No material derogatory to the Chief School 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 Chief School 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 Chief School Administrator shall also have the right to submit a written answer to such material. The board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1. etseq., 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 CSA'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 CSA, or by lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

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

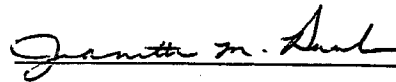
THE BOARD OF EDUCATION OF
THE BOROUGH OF MOUNTAINSIDE

CHIEF SCHOOL ADMINISTRATOR



John Standish Perrin, President

Date 09/11/08




Jeanette M. Baubles, Ed.D.

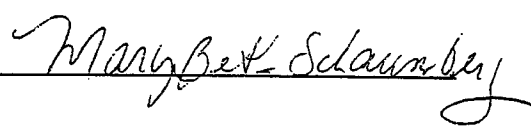
Date 4/19/08

ATTEST:

WITNESS:



Roderick McLaughlin, Board Secretary



Mary Beth Schaumburg

csaagrtdmbpr1