

**BOARD OF EDUCATION
WINFIELD TOWNSHIP, NEW JERSEY
CONTRACT OF EMPLOYMENT**

This **EMPLOYMENT CONTRACT**, made and executed this **FIFTEENTH** day of **AUGUST** 2006, by and between the
WINFIELD TOWNSHIP BOARD OF EDUCATION, with offices located at 7 ½ Gulfstream Avenue, in the Township of Winfield, County of Union, and state of New Jersey 07036 (hereinafter referred to as the "Board");

and

ALICE D'AMBOLA, residing at 20 Republic Row, in the Town of Somerset, County of Somerset, and state of New Jersey 08873 (hereinafter referred to as the "Employee").

WITNESSETH:

WHEREAS, the Board wishes to employ a Chief School Administrator and Principal in the Winfield School District, and the Employee wishes to be employed as the Chief School Administrator and Principal in the Winfield School District, subject to terms and conditions of this contract; and

WHEREAS, the Employee has been afforded the opportunity to consider the terms of this Agreement with advice of counsel and/or representative of her choice;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and the conditions in this contract, and for other good and adequate consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. TERM

The Board hereby employs and the Employee hereby accepts the employment as Chief School Administrator and Principal (CSA) of the Winfield Township School District for a term commencing August 15, 2006 and ending June 30, 2012.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certifications

The Employee shall hold all valid and appropriate certificates to act as the CSA and Principal in the State of New Jersey.

B. Duties

The Employee shall be the chief executive and administrative officer of the Board and shall perform all necessary functions and duties of the position specifically including, by way of illustration and not by way of limitation, those duties in accordance with the sections of the Board's Policy Guide, By-laws, and applicable state statutes and regulations that are presently assigned to the position CSA/Principal, and those duties that are consistent with the job description of the Winfield CSA/ Principal. More specifically, but not in limitation hereof, the Employee shall have general supervision over all aspects, including the fiscal operations and instructional programs of the district, subject to the policies and directions of the Board. The responsibility for recommending selection, placement, transfer and dismissal of personnel, both instructional and non-instructional, shall be vested in the Employee.

The members of the Board, individually and collectively, will refer to the CSA any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. The Board members, at a scheduled meeting of the Board, shall discuss any such references and a consensus sought to direct the CSA to study, recommend, and/or take action. The CSA shall have the right to contact the Board attorney for legal assistance, within reason, as the need arises in carrying out her duties.

All duties assigned to the Employee by the Board should be appropriate to and consistent with the professional role and responsibility of the CSA, and shall be set by Board policy, which is consistent with state statutes and regulations, and in the job description of the CSA. In the event the duties of the Employee increase beyond that delineated in the job description during the term of this Employment Contract, the parties shall negotiate a reasonable increase in compensation.

In addition to the duties set forth above, the Employee shall have the right to attend **and speak** at all Board meetings and Committee meetings, but she shall have no vote. The **Employee shall** have the responsibility to recommend lists of textbooks, reference and library books, materials of instruction, equipment and supplies; and to ascertain if all employees are hired as per Board policy. Furthermore, the Employee is responsible for supervising and advising teachers in procedures, methods and materials of instruction and for the discipline and conduct of the school.

Employee shall be considered a twelve- (12) month employee. The workweek shall be a minimum of forty- (40) hours, commencing no later than 8:30 a.m. each workday. Employee is required to attend all evening Board meetings, and committee meetings as

requested by the Board. Employee is not entitled to overtime.

C. Outside Activities

The Employee shall devote her time, attention and energy to the business of the school district during the workday. However, she may also engage in other activities which are of a short-term duration, if she first obtains the prior verbal approval by the Board President and the Vice-President which approval shall not be unreasonably withheld, if the activities do not interfere with the performance of her duties in the district.

3. PROFESSIONAL GROWTH

The Board encourages the continuing professional growth of the Employee through her participation in the following:

- A. The operations, programs, and other activities conducted or sponsored by local and state school administrators and school board associations;
- B. Seminars and workshops offered by public or private educational organizations within New Jersey; and
- C. Other activities promoting the professional growth of the Employee.

The Employee shall utilize her best judgment on the appropriateness of attendance at such functions, specifically as related to time out of the district and the cost. In its encouragement, the Board shall permit no more than five (5) days of release time for the Employee to attend such matters and shall pay necessary travel expenses beyond normal commute (at the prevailing IRS rate), registration fees, and meals during attendance at professional development functions. Reimbursement of meals up to \$25/day and reimbursement of tolls will be paid provided receipts are attached to requests. The Employee shall be permitted to attend, at her option, up to two state of NJ conferences annually. (See 5.E. below.) Approval is subject to Board allocation of budget amounts for such activities.

4. COMPENSATION

During the term of this Employment Contract, including any extension thereof, the Employee shall not be reduced in compensation, including salary and benefits. In no event shall the Employee's salary, leaves, medical and/or other insurance, and /or other forms of compensation and benefits be less than that provided any other administrative employee in the district. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Employee have entered into a new employment contract.

A. Salary

The Board shall pay the Employee an annual salary of One Hundred Thousand, Seven Hundred, and Fifty-Six Dollars (\$100,756), prorated for the term of August 15, 2006 through June 30, 2007.

The salary shall be paid to the Employee in accordance with the schedule of the salary payments in effect for other certificated employees.

B. Salary adjustments

On July 1, 2007, and July 1st of each subsequent year of this Employment Contract, the Board will grant the Employee an annual merit increase, based on the Employee's yearly evaluations, including the progress toward meeting district and CSA goals as approved by the Board. These merit salary increases shall be granted on July 1, 2007, and on July 1st of each subsequent year of this Employment Contract and shall become part of the base salary for the school year immediately following the evaluation. The amount of each merit increase shall be at the discretion of the board.

5. BENEFITS

The Board shall provide the Employee, as part of her compensation, with the following benefits:

A. Vacation/Holidays

- i. The Employee shall be granted fifteen (15) vacation days annually (in addition to the school year holidays and recesses noted below), all of which will be available to the Employee on July 1 of each year. She may not carry over, from one year to the next, any unused vacation days, as per board policy. She may take her vacation days when she chooses, in the event that school is not in session and the days do not violate school policy on vacations. However, if she wishes to take vacation days when school is in session, the Employee may only take vacation days with thirty days prior approval of the Board.
- ii. The Employee is entitled to have the days off that the school is closed during the school year, in addition to July 4th and Labor Day.
- iii. The Business Administrator shall be responsible for maintaining written documentation of the Employee's earned and used vacation days.

B. Sick Leave

The Employee shall be allowed twelve (12) days sick leave, given July 1 annually. The portion of such leave unused at the end of any school year shall be cumulative. Sick leave shall be taken as per board policy.

C. Medical Benefits

The Board shall provide the Employee with and pay the premiums for her coverage for health and dental insurance, including prescription plan, provided according to board policy, (for family or spouse coverage, Employee pays the difference between single coverage and family or spouse coverage).

D. Membership Fees

The Board shall pay 100% of the Employee's membership fees for the New Jersey Association of School Administrators and the Union County Superintendents' Roundtable.

E. Convention Fees

The Board shall pay registration and room fees, if the School Budget permits, for the attendance by the Employee at the annual Fall NJSBA/NJASA Convention. (See 3.C. above.)

F. Meal Allowance

Employee shall be entitled to a maximum of \$10 for meals on the night of Board meetings or district committee meetings that employee is required to attend. Employee shall submit a receipt in order to receive reimbursement.

G. Personal Days/Leaves

- i. The Employee shall be granted four (4) non-cumulative days of absence annually for personal matters, which require absence during school hours, to be used at her discretion, with reasonable notice given to the Board President and Business Administrator.
- ii. The Employee shall be granted up to five (5) non-cumulative leave days for a death in the family (defined as the death of a child, spouse, parent, grandparent, grandchild, aunt, uncle or cousin).

6. **EVALUATION**

The Board shall evaluate the performance of the Employee at least once a year in accordance with the provisions of the applicable New Jersey statutes and regulations. Each summary evaluation shall be completed about April 15th of each school year, in writing. Each summary evaluation shall be based upon the goals and objectives of the district, the Employee's yearly personal goals, the responsibilities of the Employee, and other such criteria as the State Board of Education shall by regulations prescribe. A copy of the summary evaluation shall be provided to the Employee and placed in her personnel file. The Board shall meet with the Employee to discuss the summary evaluation.

The Board and the Employee shall meet on or prior to August 1st of each year, to establish district and CSA goals and objectives for the next succeeding school year. Said goals and objectives will be reduced to writing.

7. TERMINATION OF CONTRACT

This contract shall not be automatically renewed and may be terminated by any of the following methods:

A. Mutual Agreement of the Parties

B. Disability of the Employee

- i. If illness or other incapacity disables the Employee after the Employee's sick days have been exhausted, she shall be removed from active payroll of the district until her return.
- ii. In the event the Employee is disabled by illness or incapacity, to such an extent that she is unable to perform essential job functions required to be performed in the position of CSA/Principal for 60 consecutive calendar days, the Board shall have the option to terminate this contract in accordance with *N.J.S.A. 18A:17-20.1*. If a question exists concerning the capacity of the Employee to perform substantially all of her duties, the Board may require the Employee to submit to a medical examination to be performed by a doctor acceptable to the Board. The examination shall be done at the expense of the Board and the written medical report presented to the Board.

C. Unilateral termination by the Employee or Board upon sixty (60) days written notice to the other party; or

D. Notification in writing by the Board to the Employee, as per NJ Statute, at least one (1) year prior to the expiration of this Employment Contract, of the Board's intent not to renew this Employment Contract. The Board agrees that, in the event of a non-renewal, it shall not unilaterally relieve the Employee of her duties during the term of this Employment Contract.

8. COMPLETE AGREEMENT

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

9. CONFLICTS

In the event of any conflict between terms, conditions, and provisions of this Contract of Employment 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 Contract of Employment shall take

precedence over the contrary provisions of the Board's policies or any such permissive law, during the term of the contract.

The parties agree to arbitrate any and all disputes arising out of the administration or enforcement of this Agreement according to the terms of the American Arbitration Association.

10. SAVINGS CLAUSE

If, during the term of this Contract of Employment, it is found that any provisions of this agreement are illegal under Federal or State law, the remainder of the Contract of Employment not affected by such a law shall remain in force.

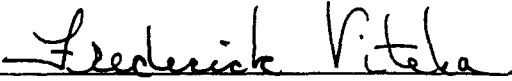
IN WITNESS WHEREOF, the parties hereto, have set their hands and seals to this Contract of Employment effective on the day and year first above written.

WINFIELD TOWNSHIP BOARD OF EDUCATION

Attest:

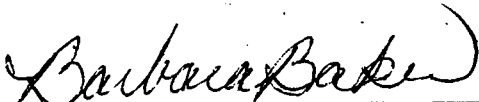



Winfield Board of Education Secretary



Winfield Board of Education President

Witness:





Winfield School CSA/Principal