

EMPLOYMENT CONTRACT

THIS AGREEMENT made this 23rd day of June, 2009, by and between the Hardyston Township Board of Education, with administrative offices located at 183 Wheatsworth Road, Hamburg, New Jersey and Alex Roney (hereinafter "Employee").

WITNESSETH:

WHEREAS, the Board desires to retain the services of Employee as Vice Principal of the Hardyston Township Schools and Employee has agreed to serve in this capacity; and

WHEREAS, the Board and Employee wish to embody in this Contract the terms and conditions of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and Employee hereby agree as follows:

1. EMPLOYMENT

The Board hereby employs, and the Employee hereby accepts employment for a term commencing on July 1, 2009 and ending June 30, 2010. This is a twelve month position.

2. RESPONSIBILITIES

The Employee shall perform all duties set forth in the job description for the position, together with such other duties as may be assigned by the Superintendent, or which may be specified by law.

3. CERTIFICATION

Employee represents that he holds the proper certification for the position of Vice Principal and agrees to maintain the certification in full force and effect throughout the life of this Agreement.

4. COMPENSATION

Employee shall receive an annual salary of \$107,515 paid according to the payment schedule of the Board.

5. PROFESSIONAL RIGHTS

A. RECORDS

1. No records shall be placed in the Employee's file, either commendatory or derogative, without first being discussed with the Employee. The administrator shall sign the document indicating that he has read the item of record. The Employee shall also have the right to submit a written answer to the material and his answer should be reviewed by the Superintendent or his designee and attached to the file copy.

2. The Employee shall have the right upon request to review his or her personnel file during the school day at a reasonable time.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection at any reasonable time.

B. REQUIRED MEETINGS OF HEARINGS

Whenever the Employee is required to appear before the Board, or any committee thereof, concerning any matter that could result in the termination of employment of that

administrator, he shall be given prior notice (which will be in written form) of the reasons for such a meeting or interview and may have an attorney present to advise him and/or represent him during the meeting or interview. Any suspension of an Employee shall be in accordance with law.

6. EVALUATION

Employee shall be evaluated at least annually by the Chief School Administrator in accordance with the provisions of Title 18A.

7. COMPLAINTS REGARDING AN ADMINISTRATOR

Any complaints about an Employee serious enough to require review by the Superintendent or Board must be made known to the administrator concerned and that administrator shall have the opportunity to respond to or rebut such complaint(s).

8. PROFESSIONAL CONFERENCES

With the prior approval of the Board, Employee may attend conferences and workshops for professional improvement.

Reasonable expenses incurred by Employee as a result of his attendance and participation in these conferences and workshops shall be paid for by the school district. Attendance at State or National conferences may be requested of the Superintendent for his approval before submission to the Board for approval.

9. HEALTHCARE BENEFITS

A. The Board shall provide and pay for the full cost of family traditional major medical (including prescription), hospitalization, and dental insurance protection for the Employee and his family. The Board shall also provide reimbursement for expenses associated with an annual physical or vision care of up to Two Hundred and Fifty

(\$250.00) Dollars during the term of this contract upon submission of appropriate documentation.

B. The Employee may choose to waive the medical insurance offered to him. If the Employee chooses to make such a waiver, he must complete an insurance waiver form and provide proof of alternate medical coverage. The Employee shall be entitled to a one time payment of \$2,000.00 for the waiver of Single coverage; \$2,300.00 for Parent/Child coverage, \$2,700.00 for Husband/Wife coverage; and \$3,000.00 for Family coverage. Payments shall be made in two installments, on December 31st and June 30th. If alternate coverage is lost, the Vice Principal may re-enroll in the plan, any waiver payment due will be pro-rated.

C. Should the Employee choose to switch permanently from Traditional to POS coverage during the life of this contract, he shall receive a one (1) time payout of \$2,500.00 to be pro-rated on a 12-month basis according to the month coverage is switched.

10. VACATION

1. The Employee shall be entitled to twenty (20) vacation days each year. These days or portions thereof may be taken upon the approval of the Superintendent.

2. A maximum of five vacation days may be carried over into the next year with the approval of the Board. Any carryover days must be used by March 31st of the year in which they are carried over.

11. SICK DAYS, PERSONAL DAYS, BEREAVEMENT DAYS, LEAVE OF ABSENCE, ETC.

A. The Employee shall be entitled to twelve (12) cumulative sick days per

year.

B. Upon separation from the school district, the Employee will be reimbursed for one-half of his earned accumulated sick leave at their present per diem rate to a maximum of five thousand dollars (\$5,000.00). If Employee dies before this contract period is completed he shall have payments for his unused earned sick days paid to his estate. Only those days accrued while employed under administrative certification will be credited to this clause.

C. The Employee shall be entitled to the following leaves of absence with pay during the school year, subject to the provisions specified for each type.

1. The Employee shall be entitled to six personal days.
2. Appearance in any legal proceedings connected with the administrator's employment or with the school district.
3. Time necessary for jury duty.
4. In each case, in the event of the death of a parent, spouse, child, brother, sister, grandparent, mother-in-law, or father-in-law, up to five days.
5. In each case, in the event of the death of an aunt, uncle or other family member by marital status, up to three days.
6. Death of a friend or relative outside one's immediate family, one day.
7. Serious accident or illness in one's immediate family, up to three days.
8. The Employee shall be required to be in attendance during the scheduled school recess periods as adopted by the Board of Education as the regular school calendar. An Employee may request the use of vacation time or

personal time during school recesses. Any request for time off during a scheduled recess is to be pre-approved by the Superintendent.

9. Other leaves of absence for good cause may be granted with or without pay and/or benefits by the Board.

12. SABBATICAL LEAVES

A. A sabbatical leave not to exceed one (1) cumulative calendar year may be granted to the Employee at the discretion of the Board for completing residency requirements for a doctoral degree or for other reasons which will benefit the school and the pupils of the district.

B. Sabbatical leaves may be granted, subject to the following conditions:

1. Sabbatical leaves may be granted to one administrator at any one time.
2. The Employee must have completed at least seven (7) consecutive years of service in the Hardyston School district in a position requiring administrative certification.
3. Requests for sabbatical leaves must be received by the Superintendent in writing no later than April 1st and action must be taken on all such requests no later than May 1st of the school year preceding the school year for which the sabbatical leave is requested.

The application must contain the following:

- a. A detailed description of the sabbatical study program and its

significance as a contribution to the district.

b. A detailed description of all other financial support expected during the sabbatical.

c. Other information as may be requested by the Superintendent.

4. The administrator on sabbatical leave shall be paid at the full rate which he would have received if he had remained on active duty except if the sabbatical is due to a fellowship or grant, he will receive the difference in salary equal to full rate. Any administrator on leave shall receive the same fringe benefits granted to actively employed administrators.

5. Upon return from a sabbatical, the administrator shall be paid the salary that has been or is subsequently negotiated for the year of his or her return.

6. The employee is expected to return to service in the district for not less than two (2) years upon completion of the leave. Failure to do so will result in the employee having to refund the District any compensation earned from the District during the leave period.

13. HOLIDAYS

The following days shall be in addition to and not charged against vacation days:

Fourth of July, Labor Day, Thanksgiving Day and the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day If Christmas Eve and New Year's Eve fall on a Saturday, the preceding Friday shall be granted as a holiday. If Christmas Day and New Year's Day fall on a Sunday the Monday after Christmas Day and the Monday after New Year's Day shall be granted as a holiday provided these days are not included in the school calendar.

Good Friday and Memorial Day shall be holidays if they are not included in the school calendar.

Also, July 3rd when July 4th falls on a Tuesday and July 5th when July 4th falls on a Thursday shall be considered holidays.

The legal holidays of Columbus Day, Martin Luther King Day and President's Day shall be considered holidays if they are not included in the school calendar.

School recess periods and school holidays are not included in the above list are work days.

14. MISCELLANEOUS PROVISIONS

A. The Employee will be consulted on new provisions in the negotiated contracts between the Board and the Associations containing personnel responsible to building administrators before final adoption of the contract.

B. The Board will pay tuition reimbursement up to a rate equal to that of the school being attended or a maximum of that of Rutgers University for graduate credit earned during that fiscal year, the total number of credits not to exceed nine. Such course must be pre-approved by the Superintendent. Employee will be reimbursed upon proof of the receipt of a final grade of "B" or better.

C. The Board of Education will pay the professional dues of the Employee in those organizations which are professionally supportive of the position he holds in the following organizations: Sussex County School Administrators and Supervisors Association, New Jersey Principal and Supervisors Association, National Elementary School Principals Association, and a choice of any other professional association which may support the individual job responsibilities not to exceed \$200.00 each.

D. All employees may authorize the Board to make deductions for the purpose

of deposit in Tri-Co Credit Union and a tax shelter annuity.

E. The Employee who may be required to use his/her own vehicle in the performance of his/her duties shall be reimbursed at the prevailing IRS rate upon the submission of appropriate vouchers.

15. TERMINATION OF EMPLOYMENT

This Contract may be terminated under the following conditions:

- A. By Employee upon 60 (sixty) days written notification, with or without cause; or
- B. By mutual Agreement of the parties; or
- C. By the Board in accordance with provisions of N.J.S.A. 18A:6-10 et seq.

16. RIGHT TO LEGAL COUNSEL

Employee acknowledges that he has been informed of his right to be represented by legal counsel regarding this Contract and that the Board's legal counsel does not represent him in this matter.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties.

18. AMENDMENTS OR MODIFICATIONS

This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties.

19. NEW JERSEY LAW

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

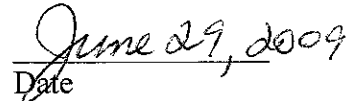
20. SEPARABILITY

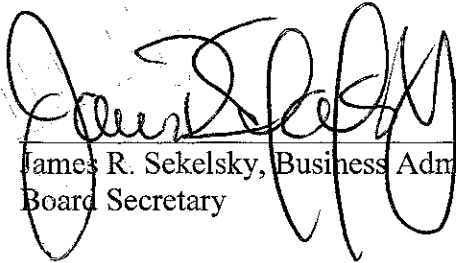
In the event any provision of this Contract is deemed to be illegal or unenforceable by a court or agency of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first above written.

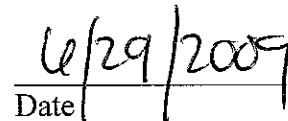


Christine Clavin, President
Hardyston Board of Education


Date

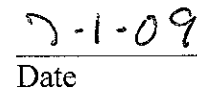


James R. Sekelsky, Business Administrator/
Board Secretary


Date



Alex Roney


Date