

**EMPLOYMENT AGREEMENT**  
**BETWEEN THE**  
**HARDYSTON TOWNSHIP BOARD OF EDUCATION**  
**AND**  
**JENNIFER CIMAGLIA**  
**PRINCIPAL/SUPERVISOR OF CURRICULUM & INSTRUCTION**  
**AUGUST 16, 2016 THROUGH JUNE 30, 2017**

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ARTICLE I  
PROFESSIONAL RIGHTS

A. SALARY & TERM

The Hardyston Board of Education agrees to employ Jennifer Cimaglia as Principal and Supervisor of Curriculum & Instruction (hereinafter referred to as "Principal") for the period August 16, 2016, through June 30, 2017. The parties agree that the Principal's annual base salary shall be \$105,000, prorated for the actual contract term, payable in accordance with the Board's regular payroll schedule for all other twelve month employees. The Principal will be compensated no more than \$50.00 per month for cell phone usage.

B - RECORDS

- 1 - No records shall be placed in the Principal's file, either commendatory or derogative, without first being discussed with the Principal. The Principal shall sign the document indicating that she has read the item of record. The Principal shall also have the right to submit a written answer to the material and her answer should be reviewed by the Superintendent or her designee and attached to the file copy.
- 2 - The Principal shall have the right upon request to review her personnel file during the school day.
- 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.

C - REQUIRED MEETINGS AND HEARINGS

Whenever the Principal is required to appear before the Board, or any committee thereof, concerning any matter that could result in the termination of employment of that Principal, she shall be given prior notice (which will be in written form) of the reasons for such a meeting or interview and shall have the right to representation and/or an attorney present to advise her and/or represent her during the meeting or interview. Any suspension of a Principal pending certified charges shall be in accordance with law.

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ARTICLE II  
EVALUATION

A - REVIEW OF EVALUATION OF ADMINISTRATIVE PERSONNEL POLICY

The Principal shall be evaluated in accordance with applicable statutes, regulations and Board policy. The evaluations shall be based upon the responsibilities of the Principal as set forth in the job description for the position.

## B - COMPLAINTS REGARDING A PRINCIPAL

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

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## ARTICLE III PROFESSIONAL CONFERENCES

With the approval of the Board, the Principal may attend conferences and workshops for professional improvement. Expenses incurred not to exceed \$1,500 by the Principal as a result of her attendance and participation in these conferences and workshops shall be paid for by the school district upon submission of appropriate vouchers.

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## ARTICLE IV WORK YEAR/VACATIONS/HOLIDAYS/LEAVES OF ABSENCE

The Principal's general work year shall be from July 1, 2016 through June 30, 2017, as may be modified by the Principal's start date in the position, contingent upon completion of a successful criminal history background check as required by law.

### A - VACATIONS

- 1 - The Principal shall be entitled to twenty (20) vacation days annually during the term of this contract, prorated for the actual term of the contract. Vacation days must be scheduled with the Business Administrator and have prior approval of the Chief School Administrator.
- 2 - The Principal may carry over a maximum of five unused vacation days into the next contract year with approval of the Board. Any carryover days must be used by March 31<sup>st</sup> of the contract year in which they are carried over. Except as set forth herein for use in the next contract year, unused vacation days do not accumulate as sick days or towards any other leave balance from year to year.
- 3 - In the event that the Principal terminates the contract before the end of the contract year and the Principal has used more than the prorated number of vacation days for the partial year worked, the Principal shall reimburse the Board for the vacation days used.

## B -HOLIDAYS

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

- i. 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 Saturday, the preceding Friday shall be granted as a holiday.
- ii. Good Friday and Memorial Day shall be holidays if they are not included in the school calendar.
- iii. July 3<sup>rd</sup> shall be granted as a holiday when July 4<sup>th</sup> falls on a Tuesday and July 5<sup>th</sup> shall be granted as a holiday when July 4<sup>th</sup> falls on a Thursday.
- iv. The legal holidays of Columbus Day, Martin Luther King Day and President's Day shall be considered holidays if these days are not included in the school calendar.
- v. When a holiday falls on Saturday, the Friday before shall be considered the holiday. When a holiday falls on Sunday, the following Monday shall be considered the holiday.
- vi. School recess periods and school holidays not included in the above list are work days.

## C -SICK LEAVE

During the term of this contract, the Principal shall be entitled to twelve (12) sick days. Any unused sick leave benefits may be accumulated if not utilized.

Employee will not be compensated for any accumulated unused sick days upon voluntary or involuntary termination.

## D -LEAVES OF ABSENCE

The Principal shall be entitled to the following leaves of absence with pay during the school year, subject to the provisions specified for each type. All requests must be made in writing to the Superintendent and kept on file in the Board Secretary's Office.

- 1- The Principal shall be entitled to three (3) personal days.
- 2- Appearance in any legal proceedings connected with the Principal's employment or with the school district.
- 3 - Time necessary for jury duty.

- 4 - The Principal shall be entitled to up to three (3) consecutive days of bereavement leave for the death of an immediate family member and two (2) consecutive days for the death of another relative. Requests for such leave must be made in writing to the Superintendent with a copy to the Business Administrator and shall be kept on file in the Board Office.
- 5- Serious accident or illness in one's immediate family, up to three (3) days.
- 6 - The Principal 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. The Principal 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 approved by the Superintendent. At the discretion of the C.S.A. one administrator may cover both buildings on a rotational basis during the holiday and spring recesses when students and faculty are not present.

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#### ARTICLE V INSURANCE PROTECTION

- A - The Board shall provide the Principal the Point of Service major medical, hospitalization, prescription and dental insurance plan. Premium contributions will be apportioned between the Board and employee subject to NJ Statute.
- B - Employees may choose to waive medical insurance coverage. If Employee chooses to make such a waiver, she must complete an insurance waiver form and provide proof of alternate medical coverage.

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#### ARTICLE VI APPOINTMENT OF PROFESSIONAL AND NON-PROFESSIONAL PERSONNEL

Appointment of professional and non-professional personnel is the responsibility of the Superintendent. In recommending all professional and non-professional personnel, the Principal will be given the opportunity to consult with the Superintendent prior to final recommendation to the Board.

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ARTICLE VII  
MISCELLANEOUS PROVISIONS

- A - The Board will pay tuition and fee reimbursement up to an annual maximum of \$4,000 for graduate credits earned during that fiscal year. Any course(s) which any employee wishes to take must be within the employee's field and pre-approved by the Chief School Administrator. Reimbursement will be made upon proof of the Principal receiving a final grade of "B" or better.

In addition, in order to receive tuition reimbursement under this section, the Principal agrees to also commit to one (1) year of additional employment in the District after tuition reimbursement is made. Should the Principal voluntarily leave the employ of the District within one year following the date of reimbursement, she shall be required to reimburse the District for the tuition costs

- B - The Board of Education will pay the professional dues of the Principal in those organizations which are professionally supportive of the position they hold 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 a total of \$1,500 annually for all conferences, workshops or Association dues.
- C - In addition, during the 2016-2017 school year only, the District will pay the costs and fees to complete the State mandated New Jersey Leaders to Leaders mentoring program, up to a maximum additional total amount of \$1,500.
- D - All employees may authorize the Board Secretary to make deductions for the purpose of deposit in a Credit Union Account and a tax shelter annuity.
- E - The Principal who may be required to use her own vehicle in the performance of her duties shall be reimbursed at the prevailing State OMB rate upon the submission of appropriate vouchers.

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ARTICLE VIII  
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 upon 60 (sixty) days written notification, with or without cause.

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ARTICLE IX  
RIGHT TO LEGAL COUNSEL

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

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ARTICLE X  
ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties.

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ARTICLE XI  
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.

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ARTICLE XII  
NEW JERSEY LAW

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

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ARTICLE XIII  
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.

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ARTICLE XIV



## CONFIDENTIALITY CLAUSE

The Principal understands and agrees that as part of her normal job and professional responsibilities, she may have access to or acquire information that is confidential or proprietary in nature, including, but not limited to, student and personnel records; District plans, budgets and curriculum; information obtained or produced by and/or for Board of Education Committees; and Board of Education negotiations strategy, grievance documents and supporting documentation for same, among other similar items or information. The Principal recognizes the need for confidentiality inherent in working with such information and/or documentation and agrees not to publish, disclose, use, record, maintain, disseminate or make note of that information and/or documentation for any purpose other than as may be required by her job responsibilities. This prohibition extends to the release or discussion of such information to any party, including but not limited to, staff members, parents, members of the Association or members of the media, until and unless the Principal is authorized to do so by the Board of Education or District administration. The failure to maintain confidential information as set forth herein may result in disciplinary action, up to and including termination of employment and other penalties as may be provided by law.

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## ARTICLE XV DURATION OF AGREEMENT

The term of this contract shall be August 15, 2016, or as soon thereafter as is possible, through June 30, 2017. However, it is generally understood that the Principal's subsequent work year, and all corresponding contract terms, shall be July 1<sup>st</sup> through June 30<sup>th</sup> of each school year unless otherwise agreed to by the parties.

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Jennifer Cimaglia, Principal  
Date of Appointment: July 26, 2016  
Start Date: August 16, 2016

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DATE

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Dorothy Beltramine, Board President

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DATE

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James R. Sekelsky, Board Secretary

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DATE