## CLINTON TOWNSHIP BOARD OF EDUCATION CLINTON TOWNSHIP, NEW JERSEY

## EMPLOYMENT CONTRACT

THIS EMPLOYMENT	CONTRACT	is ma	ide a	and	entered	into	this	 day	of
March 2019, by and between the									

CLINTON TOWNSHIP BOARD OF EDUCATION, with offices located at 128 Cokesbury Road, Lebanon, New Jersey 08833 (hereinafter referred to as the "Board")

-and-

**JOANNE HINKLE**, (hereinafter referred to as the "Employee").

NOW, THEREFORE, the Board and the Employee, for the consideration herein specified, agree as follows:

- A. <u>Appointment, Term, and Salary</u>: It is agreed between the Board and the Employee, that the Employee is appointed and shall serve as Director of Special Projects in the Clinton Township School District, under the control of the Board, from December 18, 2018, until and through June 30, 2019, unless this Contract is terminated earlier in accordance with Section D, below, of this Contract, at an annual salary of One Hundred Twenty Thousand Dollars (\$120,000.00) prorated, to be paid in equal installments in accordance with the policies of the Board concerning the payment of professional staff members.
- B. <u>Coordination with Prior Contract</u>: This Contract supersedes and shall take precedence where in conflict with the prior contract entered into by the parties hereto concerning Employee's service as Acting Director of Special Projects. It is the parties' intent that all compensation and benefits granted under this Contract and Employee's prior contract as Acting Director of Special Projects, be coordinated and not duplicated.
- C. <u>Benefits</u>: The Board shall provide the Employee, as part of her compensation, with the following benefits:
  - 1. <u>Vacation</u>: The Employee shall continue to be entitled to prorated vacation leave based upon her receipt of twenty-three (23) vacation days annually. All of these vacation days shall be available to the Employee use as of the first day of employment under this Contract. Pursuant to *N.J.S.A.* 18A:30-9, the Employee may carry over from one year to the next for the term of employment with the District up to a maximum of ten (10) unused vacation days, which the Employee can use during the next succeeding year of employment. Upon separation from employment with the District, the District shall pay the Employee for not more than thirty-three (33) accumulated but unused vacation days. Throughout this contract the per diem rate shall be calculated as 1/260 of the employee's then-current annual salary.

- 2. <u>Medical Benefits:</u> The Employee's current health benefits coverage, that is offered to other Board employees, will be continued during the duration of this Contract. The only cost to the Employee for the health benefits coverage she selects will be the required employee contributions for medical insurance in accordance with P.L. 2011, Chapter 78.
- 3. <u>Sick Leave:</u> The Employee shall be allowed prorated sick leave for the duration of this Contract based upon receiving twelve (12) sick days per year, which shall be cumulative as required by law. All of these sick days shall be available for the Employee's use as of the first day of employment under this Contract. Subject to the requirements of *N.J.S.A.* 18A:30-3.6, upon retirement from the New Jersey Teachers' Pension and Annuity Fund, and after providing the District with at least 6 months' advance notice of retirement, the District shall pay the employee for one unused sick day for every 4 accumulated but unused sick days, up to an amount not to exceed \$15,000.
- D. <u>Duties/Performance</u>: The Employee hereby accepts such appointment and agrees to faithfully perform the duties as set forth in the position of Director of Special Projects as set forth in the job description attached as Appendix "A," which is fully made a part of this Contract, and in accordance with Board policies and administrative regulations. Employee agrees to observe and enforce the rules prescribed for the government of the district by the Board of Education.
- E. <u>No Reduction in Salary/Compensation:</u> During the term of this Contract, including any extension hereof, the Employee shall not be reduced in compensation and/or benefits except as otherwise provided by law. If this Contract is extended, the parties will negotiate over annual salary/compensation increases.
- F. <u>Prior Tenure/Seniority Rights</u> Observed: Upon the early termination of this Contract pursuant to Section I, below, the Employee's prior tenure and seniority rights shall continue subject to applicable laws and regulations.
- G. <u>Holidays</u>: Subject to the limited duration of this Contract, the Employee shall be entitled, as applicable, to the winter and spring breaks in addition to the following holidays: Labor Day, Yom Kippur or Rosh Hashanah, Columbus Day, NJEA Convention, Thanksgiving and the day after Thanksgiving, Christmas Eve and Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4th. All holidays are subject to the school calendar.
- H. <u>Bereavement Leave</u>: The Employee shall be entitled to prorated bereavement leave based upon her receipt of five (5) bereavement days per school year occurrence for the death of a relative (as that term is defined in N.J.A.C. 6A:23A-1.2). Such days shall be non-cumulative.
- I. <u>Mileage/Expenses</u>: The Employee shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Automobile mileage

shall be reimbursed at the rate established by the Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations. The Employee shall be reimbursed for necessary food and travel expenses consistent with N.J.A.C. 6A:23A-7.1, et seq.

- J. <u>Residency/Mentor Program</u>: The Employee will register for and participate in the School Administrators Residency Program ("SARP") offered by the New Jersey Association of School Administrators ("NJASA"), as required by New Jersey Education law and regulations. The Board will pay the cost of the Employee's enrollment in the NJASA SARP program, including mentoring, to a maximum of \$2,500.00.
- K. <u>Professional Organizations</u>: The Board agrees to the membership fees for Employee for the following organizations:
  - 1. Hunterdon County Administrators Association
- 2. New Jersey Principal and Administrators Association Association of School Administrators
  - 3. Association for Supervision and Curriculum Development
  - 4. New Jersey Association for Supervision and Curriculum Development

At Employee's option, a membership fee for one organization may be applied toward another organization. For example, the membership fee for the New Jersey Principal and Administrators Association may be applied toward the membership fee for the New Jersey Association of School Administrators.

In addition, the Board agrees to pay an amount not to exceed \$300.00 annually toward Employee's membership in professional organizations designated by Employee.

## L. Graduate Education:

- 1. <u>Tuition Reimbursement</u>: The Board will reimburse Employee the graduate tuition cost at the prevailing in-state rate at Rutgers, The State University. All graduate courses must have prior approval of the Superintendent if reimbursement is expected.
- 2. <u>Doctorate</u>: In the year an earned Doctorate is awarded to Employee, the Board will pay Employee a one-time stipend of two thousand (\$2,000.00). Employee agrees that if Employee receives the stipend provided under this Subsection K.2. of this Contract, she will not be entitled to any additional stipend for receiving her doctorate under the CTAA collective negotiations agreement.
- 3. Repayment of Tuition: The Employee must remain under the employ of the Board for a minimum of one (1) school year following course completion. In the event the Association member resigns from a position during the school year following the year in which courses were reimbursed, Employee will repay the Board the amount reimbursed for the course(s) in full within thirty (30) days of resignation. Repayment shall not be required if

Employee returns to her prior position in the District for any reason or is involuntarily terminated from employment.

- M. Other Compensation: The Employee shall be entitled annually to receive \$1,500.00 to be designated for any of the following by the Employee, provided that the following designations are legally sanctioned by the Internal Revenue Service and the Board:
  - 1. Disability insurance
  - 2. Retirement account
  - 3. Life insurance
- N. <u>Termination</u>: This contract will terminate and the Employee's employment as Director of Special Projects will cease, under any one of the following circumstances:
  - 1. the revocation or suspension of the Employee's administrative certification, in which case this Contract shall be null and void as of the date of revocation;
  - 2. forfeiture under N.J.S.A. 2C:51-2;
  - 3. mutual agreement of the parties;
  - 4. at any time by either party giving to the other not less than sixty (60) days' notice in writing of intention to terminate the same, but in the absence of such notice the contract continue to run in accordance with its terms; and
  - 5. as otherwise provided by law.

Upon the early termination or expiration of this Contract without renewal, the Employee shall continue solely in her position as Supervisor of Instruction, Data and Assessment, with the compensation and benefits previously set by the Board for that position. The Employee's prior tenure and seniority rights shall continue subject to applicable laws and regulations.

O. <u>Full Agreement</u>: This Contract contains the full and complete agreement between the parties hereto and supersedes any and all prior and/or contemporaneous representations, whether oral or written. This Contract may be modified only by a written instrument signed by all parties hereto.

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IN WITNESS WHEREOF, THE PARTIES SET 2019.	`THEIR HANDS THIS DAY OF MARCH
THE BOARD OF EDUCATION OF THE TOWNSHIP OF CLINTON IN THE COUNTY OF HUNTERDON	
BY: MARIA GRANT PRESIDENT	BY: JOANNE HINKLE EMPLOYEE
ATTEST:	