

NORTH PLAINFIELD BOARD OF EDUCATION

EMPLOYMENT CONTRACT

The Board of Education of the Borough of North Plainfield in the County of Somerset, hereinafter called the "Board" and Robert H. Rich, hereinafter called the "Assistant Superintendent of Schools" (AS), hereby enter into this Employment Contract for the school year 2000-2001.

1. Compensation

a. The Board hereby employs the AS for the period from July 1, 2000 through June 30, 2001 at an annual salary of \$*TBD. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule.

b. Salary Increase- On July 1, 2001, and July 1 of each subsequent year of this Employment Contract, the Board will grant the AS, at a minimum, a salary increase percentage that shall be the same as the highest of any other district bargaining unit's negotiated rate.

c. Additional annual increases, beyond the minimum increase set forth above, may be provided, based on the AS's performance, the superintendent's recommendation and Board approval. These performance-based salary increases shall be granted on July 1, 2001 and on July 1 of each subsequent year of this Employment Contract.

2. Work Day

a. The workday for the AS shall be similar to other administrative personnel except that it is understood that the AS is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

b. On evenings when the AS is required to stay for Board of Education meetings beyond 7:00 PM, the AS shall be entitled to reimbursement for meal expenses up to a maximum of \$15.00 per occurrence.

3. Performance

The AS agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies and directives.

4. Vacation

a. The AS shall be entitled to 20 vacation days (excluding holidays and days when school is closed) per school year.

b. Up to one year's vacation entitlement may be carried over into the next year for use in future years or for payment under paragraph (e) of this section.

c. In case of any year in which the AS retires or resigns, vacation days earned shall be pro-rated for that year.

d. Unused vacation days shall be converted to a cash payment at the time of retirement or severance.

e. At any time during the term of this contract, the AS may convert vacation days to salary on the basis of the AS's then current per diem rate of pay. Whenever this option is exercised, the vacation days will be permanently removed from the AS's record and/or annual entitlement.

5. Holidays

The AS will be entitled to time off with pay for all holidays as observed by the school district. In addition, the AS will be entitled to such other days off with pay as are established by the school calendar.

6. Personal Leave/Bereavement

The AS shall be entitled to the same personal and bereavement leave with pay as is provided to the other administrative positions in the district.

7. Sick Leave

a. Sick leave is hereby defined to mean the absence from the AS's post of duty because of personal disability due to illness, injury, or because the AS has been excluded from school by the school's medical

authorities on account of a contagious disease or of being quarantined for such a disease.

b. The AS shall be entitled to thirteen (13) sick days per year with pay.

c. Unused sick days shall be accumulative without limit.

d. Upon retirement, under the rules and regulations of the TPAF Pension fund, the Board shall provide compensation for accumulated sick leave days at the rate of 25% of the then daily salary rate. Notification must be made ninety (90) days in advance of the retirement date to the Board of the AS intent to retire.

8. Insurance

The AS shall be entitled to the following insurance benefits:

a. Enrollment in the district's July 1, 2000 benefit level of the traditional plan of the state health benefits hospitalization and medical insurance program, dental insurance, prescription insurance program and long term disability insurance programs, including family coverage if applicable, fully paid for by the Board. The board agrees to continue to provide the same level of insurance coverage in effect as the date of the execution of this contract.

b. Any changes in increased insurance benefits for other administrative staff members that may be developed will be extended to include the AS.

c. Reimbursement for medical and health related expenses not covered by the above insurance plan for an annual physical.

d. The Board agrees to consider the implementation of a family dental plan for the AS based upon the information provided to them by the current provider.

9. Automobile Expense

The AS shall be reimbursed for mileage at the current rate established by the Internal Revenue Service for use of his personal vehicle. In addition, the Board shall reimburse for parking, tolls, etc., when required.

10. Annuity

The Board agrees to contribute on behalf of the AS a tax sheltered annuity plan of the employee's choice in the amount of \$2,000 per school year.

11. Termination

a. During the period of tenured status for the AS, the AS shall provide the district with not less than sixty (60) days' notice of intent to resign and ninety (90) days' notice of intent to retire. Notice shall be in writing to both the Board President and the Superintendent of Schools

b. In the event the position of AS is eliminated, the Board agrees to provide to the AS a sum equal to one month's pay for each year of continuous service in the position of AS.

12. Professional Associations

The Board agrees to pay the dues for the AS in the Somerset County Association of School Administrators, the New Jersey Association of School Administrators and the National Association of School Administrators.

13. Professional Development

a. The AS shall be entitled to attend the annual workshops of the NJSBA/NJASA and conferences of their respective national associations. Registration, travel, lodging and meals expenses shall be paid for by the Board.

b. The AS may, during the course of any school year, choose to attend other workshops and seminars to enhance his knowledge and expertise in the field of school administration.

c. The AS may take courses at the graduate level and the Board shall reimburse the AS an amount equal to 75% of the cost per college credit at the college or university of the AS's choice.

14. Professional Liability

a. The Board agrees that it shall defend, hold harmless, and indemnify the AS from any and all demands, claims, suits, actions, and legal proceedings brought against the AS in his/her individual capacity or

in his/her official capacity as agent and/or employee of the Board, provided the incident arose while the AS was acting within the scope of his/her employment; and, as such liability coverage is within the authority of the Board to provide under state law.

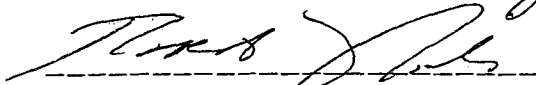
b. The Board will provide the AS with professional liability insurance. Such premium shall be paid by the Board.

c. If, in the good faith opinion of the AS, conflict exists as regards the defense to such claim between the legal position of the AS and the legal position of the Board, the AS may engage counsel, in which event, the Board shall indemnify the AS for the costs of legal defense as permitted by state law.

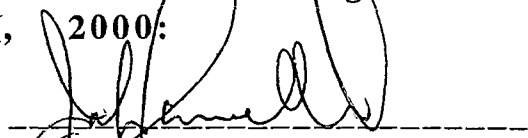
15. Provisions

The provisions of this contract shall continue in effect beyond the termination date as the policy of the Board, unless and until any provisions are modified by formal action of the Board of Education.

The North Plainfield Board of Education and the Assistant Superintendent of Schools have executed this agreement this
17 day of May, 2000:



Robert H. Rich
Assistant Superintendent



John Scannelli, President
Board of Education

5/22/00

Date

5/17/00

Date