



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MORRIS COUNTY OFFICE
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PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LT. GOVERNOR

ANGELICA ALLEN-McMILLIAN ED.D.
ACTING COMMISSIONER

NANCY H. GARTENBERG ED.D.
EXECUTIVE COUNTY
SUPERINTENDENT

June 5, 2023

Mr. Lee Nittel
Superintendent of Schools
Mine Hill Township School District
Canfield Avenue School
42 Canfield Avenue
Mine Hill, New Jersey 07803

Dear Mr. Nittel:

I have reviewed the employment contract for Carolina Rodriguez, School Business Administrator/Board Secretary, in accordance with N.J.A.C. 6A:23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2023 through June 30, 2024.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

If during the term of the employment contract, it is found that a specific clause of the contract is illegal under state or federal law, the remainder of this employment contract, not affected by such a ruling, shall remain in force

If there are any changes to the terms of this contract, you will need to submit it to me for review and approval prior to the required public notice and hearing of such changes.

Please submit a signed copy of the contract to my office within 10 days of its approval.

Sincerely,

A handwritten signature in blue ink, appearing to be "Nancy H. Gartenberg", written over a blue circular stamp.

Nancy H. Gartenberg, Ed.D.
Executive County Superintendent

c: Diane Morris, Board President

**EMPLOYMENT CONTRACT
BUSINESS ADMINISTRATOR/BOARD SECRETARY**

THIS EMPLOYMENT CONTRACT is made and entered into this ____ day of _____, 2023 by and between the **MINE HILL TOWNSHIP BOARD OF EDUCATION**, with offices located at 42 Canfield Avenue, Mine Hill, New Jersey 07803 (hereinafter referred to as the "Board") and

Carolina Rodriguez, whose address is 6 Benjamin Road, Chester, New Jersey 07930 (hereinafter referred to as the "Administrator").

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

1. TERM

The Board, in consideration of the promises herein contained of the Administrator, hereby employs, and the Administrator hereby accepts employment as the School Business Administrator/Board Secretary for a term commencing on July 1, 2023 and ending June 30, 2024.

2. PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR

The Board encourages the continuing professional growth of the Administrator through her participation as she and the Superintendent might decide, in light of her responsibilities as the Business Administrator/Board Secretary, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/or school board associations, including conferences;
- B. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Administrator to perform her professional responsibilities for the Board;
- C. Visits to other institutions; and
- D. Other activities promoting the professional growth of the Administrator.

The Administrator shall be granted the right to participate in the annual conferences of the State and National Association of School Business Officials; conferences, the expense of which shall be borne by the Board.

In its encouragement, the Board shall permit a reasonable amount of release time for the Administrator, as she and the Superintendent deem appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance expenses. Any travel to state or national organizational conferences shall be with prior approval of the Superintendent and the Board to qualify for reimbursement. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent and the Board. The Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

3. BUSINESS ADMINISTRATOR/BOARD SECRETARY CERTIFICATION AND RESPONSIBILITIES:

- A. **Certification:** The Administrator shall maintain a current School Business Administrator's certificate issued by the New Jersey Department of Education. In the event the Administrator's certificate issued by the Department of Education is revoked, this contract is null and void as of the date of the certificate revocation.

The Administrator further agrees to comply with all other legal requirements respecting the employment of a Business Administrator/Board Secretary.

- B. **Duties:** The Administrator shall be the Chief Financial Officer of the Board and shall have general supervision over all fiscal operations and the buildings and grounds of the district

and shall supervise the staff concerning the physical plant and the business affairs, which in her judgment, best serve the district.

All duties assigned to the Administrator by applicable statutory provisions; the Board; and the Superintendent shall be appropriate to and consistent with the professional role and responsibility of the Administrator, and set by applicable statutory provisions; Board policy (Policies/Regulations 1310, 1320, 1330, 1331 and 1350); which shall be incorporated by reference, and may be modified from time to time, consistent with the intent set forth above.

- C. **Outside Activities:** The Administrator shall devote her full time attention and energy to the business of the school district.

4. **COMPENSATION**

- A. **Salary:** The Board shall pay the Administrator an annual salary of \$155,338 for the period from July 1, 2023 to June 30, 2024.

The Administrator shall be paid in semi-monthly installments.

Exceptions – When a pay day falls on or during a school holiday, vacation or weekend, paychecks shall be available to the Administrator on the last workday prior to the beginning of the holiday, vacation or weekend.

- B. **Other Provisions:** During the term of this Employment Contract, including any extension thereof, the compensation and/or benefits of the Administrator shall not be reduced. 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 Administrator have entered into a new employment contract. Amendments to salary shall require the prior approval of the Executive County Superintendent for Morris County.

5. **BENEFITS**

- A. **Vacation/Personal Days/Holidays/Bereavement Leave:**

(1) The Administrator shall be granted 20 annual vacation days, prorated at the rate of 1.7 days per month. In the event that the Administrator is unable to take her full vacation as agreed to with the Superintendent, she may bank up to ten (10) vacation days to be used in the subsequent year. In accordance with *N.J.S.A. 18A:30-9*, all vacation days carried over, except for those previously accrued as of June 8, 2007, must be used during the following school year or those days not taken shall be forfeited.

Should the Administrator be unable, due to professional responsibilities arising out of district employment, etc., to take all of her vacation during the summer months, then any unused vacation can be taken during the regular school year, during vacation periods or with the consent of the Superintendent during non-vacation periods as per the school calendar.

(2) The Administrator shall be granted five (5) days annually personal days. The Administrator must submit and receive approval from the Superintendent at least three (3) days before taking such leave.

(3) The Administrator shall be entitled to the following holidays, with pay:

Independence Day	Christmas Eve Day	Martin Luther King, Jr. Day
Labor Day	Christmas Day	Presidents' Day
Thanksgiving Day	New Year's Eve Day	Good Friday
Day after Thanksgiving	New Year's Day	Memorial Day

Other holidays may be granted by the Board in its annual adoption of the calendar for 12 month employees.

(4) The Administrator shall be entitled to five (5) bereavement leave days per occurrence for death in the immediate family. Immediate family includes spouse, child, parent, grandparent, father-in-law, mother-in-law, brother and sister.

- B. **Medical Benefits:** The Administrator shall receive health benefits the same as other full-time contractual employees of the district, subject to NJ P.L. 2011, Chapter 78 withholding. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. If the Business Administrator voluntarily opts out of medical insurance coverage, she shall be entitled to a payment of \$5,000.00 (prorated annual savings) or 25% of the premium cost, whichever is lower.

Dental Benefits: The Administrator shall receive dental benefits at the same level as other full-time contractual employees. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees.

- C. **Sick Leave:** The Administrator shall receive twelve (12) sick days per year. The unused portion of such leave, at the end of any year, shall be cumulative. Unused sick leave may be accumulated from year to year in accordance with statute. Upon retirement, the Administrator shall be paid for her unused accumulated sick days calculated at 1/260th of annual salary x number of unused sick, up to a maximum of \$15,000.00. Unused sick days will only be reimbursed upon retirement and are not payable to the employee's estate or beneficiaries should the employee die.

6. PROFESSIONAL MEMBERSHIP FEES AND ACTIVITIES

- A. **Membership Fees:** The Board shall pay up to \$2,000 (estimated annual cost) of the Administrator's membership fees and/or charges to the local, state and National Association of School Business Officials, and other professional organizations which the Administrator and the Superintendent deem necessary to maintain and/or improve professional skills.
- B. **Expense Reimbursement:** The Board shall reimburse the Administrator for actual and reasonable expenses incurred for travel in the performance of duties under this Employment Contract. Mileage shall be paid from mileage vouchers according to OMB guidelines, in accordance with the travel regulation 18A:11-12. The Business Administrator shall be entitled to attend the annual NJSBA, NJASA, NJASBO, and TECSPO Workshops and Conventions. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies.

7. SEPARATION FROM SERVICE

- A. **Vacation Days:** Upon the Administrator's separation from employment with the district, the Board will pay all unused, accumulated vacation days, equal to 1/260 of her annual salary, while an employee of the Board.
- B. **Payment to Estate:** If the Administrator dies before her Employment Contract year is completed, payment for any unused vacation days and all other monies due to the Administrator shall be made to her estate.

8. EVALUATION

Within the first sixty (60) days of employment, the Administrator shall submit goals and objectives to be reviewed by the Superintendent. The Superintendent shall evaluate the performance of the Administrator annually. Each evaluation shall be in writing, a copy shall be provided to the Administrator, and the Superintendent and Administrator shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the District, the responsibilities of the Administrator as set forth in her job description, and such other criteria as the State Board of Education shall by regulation prescribe.

9. **COMMUNICATION DEVICE**

The Board will provide the Administrator with a cellular phone of the Board's selection and the Board shall pay the monthly cellular phone base plan charges and business related calls incurred by the Administrator for Board of Education business.

The Board will provide the Administrator with a laptop of the Board's selection and the Board shall pay any costs associated with the use of the laptop for Board of Education business.

10. **RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT**

Any renewal/extension of this Employment Contract shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties.

11. **TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Unilateral termination by the Administrator: The Administrator may propose to terminate this Employment Contract upon sixty (60) days written notice to the Board.
- C. Unilateral termination by the Board: The Board may propose to terminate this Employment Contract upon sixty (60) days written notice to the Administrator. Notice may be waived upon payment to the Administrator of the salary owed equal to the amount of notification required under this provision.
- D. Disability of the Administrator: In the event of disability by illness or incapacity, after the Administrator's sick leave has been exhausted, compensation shall be reinstated after the Administrator has returned to employment and undertaken the full discharge of her duties. If a question exists concerning the capacity of the Administrator to return to her duties, the Board may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and Administrator shall mutually agree upon the physician who shall conduct the examination. The physician shall limit his/her report to those factors that had prohibited or will prohibit the Administrator from performing her duties.

12. **COMPLETE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any modifications must be approved by the Executive County Superintendent.

13. **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of the Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

14. **SAVINGS CLAUSE**

If during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is contrary to federal or state law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

15. **EXECUTIVE COUNTY SUPERINTENDENT REVIEW**

In accordance with *N.J.S.A. 18A:7-8(j)*, the parties understand that the Executive County Superintendent must review and approve this employment contract, prior to the Board's approval.

WHEREAS, the Business Administrator/Board Secretary approves the terms and conditions of this Employment Contract, and agrees to be bound by same;

WHEREAS, this Employment Contract has been approved by a vote of the members of the Mine Hill Township Board of Education at its meeting of _____ day of _____, 2023 said action having been made a part of the official minutes of that meeting.

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

Witness:

Carolina Rodriguez
Business Administrator/Board Secretary

Witness:

Diane Morris, President
Mine Hill Township Board of Education

SCHOOL BUSINESS ADMINISTRATOR

Detailed Statement of Contract Costs

District: Mine Hill Township

Name: Carolina Rodriguez

Job Title: Business Administrator

District Grade Span: PreK-6

On Roll Students as of prior Year: 346

	2022-2023	2023-2024	Difference	% Inc
Salary				
Salary	\$ 149,363	\$ 155,338	\$5,975	4.00%
Subcontracted Services	\$ -	\$ -		
Longevity	\$ -	\$ -		
TOTAL ANNUAL SALARY	\$ 149,363	\$ 155,338	\$5,975	4.00%
Additonal Salary				
Quantitative Merit Goals	\$ -	\$ -		
Qualitative Merit Goals	\$ -	\$ -		
Additional Compensation - Describe:	\$ -	\$ -		
Total Additional Salary	\$ -	\$ -	\$0	#DIV/0!
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 149,363	\$ 155,338	\$5,975	4.00%
Board Contribution for Cost of Premiums for:				
Health Insurance	\$ 39,545	\$ 46,933		
Prescription Insurance	\$ -			
Dental Insurance	\$ 1,700	\$ 1,731		
Vision Insurance	\$ -	\$ -		
Disability Insurance	\$ -	\$ -		
Other Insurance - Describe:	\$ -	\$ -		
Waiver of Benefits	\$ -	\$ -		
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -		
Board Cost of Premiums	\$ 41,245	\$ 48,664	\$7,419	17.99%
Employee Contribution to Premiums as per Law	\$ 13,841	\$ 16,427	\$2,586	18.68%
TOTAL HEALTH BENEFITS COMPENSATION	\$ 27,404	\$ 32,237	\$4,833	17.64%
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 2,000	\$ 2,000		
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,500	\$ 1,500		
Tuition Reimbursement	\$ -	\$ -		
Mentoring Expenses - Describe:	\$ -	\$ -		
National/State/County/Local/Other Dues	\$ 2,000	\$ 2,000		
Subscriptions	\$ -	\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 450	\$ 450		
Computer for Home use, including supplies, maintenance, internet	\$ 1,500	\$ 1,500		
Other - Describe: Professional Liability Insurance & Bond Insurance	\$ -	\$ -		
TOTAL OTHER COMPENSATION	\$ 7,450	\$ 7,450	\$0	0.00%
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ -	\$ -		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 17,234	\$ 17,924		
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ 17,234	\$ 17,924	\$689	4.00%
TOTAL CONTRACT COST	\$ 201,451	\$ 212,948	\$11,497	5.71%