



2020-2021 EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered on _____, 2020 by and between the **TEANECK BOARD OF EDUCATION** with its principal place of business at 300 Frank W. Burr Blvd 7th Floor, Suite 710 Teaneck, NJ 07666 (hereinafter "**BOARD**") and **MELISSA SIMMONS**, residing in the State of New Jersey (hereinafter "**MS. SIMMONS**").

WITNESS, in consideration of the promises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties hereto agree and are agreed as follows:

1. EMPLOYMENT/JOB RESPONSIBILITIES

- a. **MS. SIMMONS** agrees to serve, and the **BOARD** agrees to employ **MS. SIMMONS**, as School Business Administrator/Board Secretary of the Teaneck Public School System for the **BOARD** and **MS. SIMMONS** accepts full-time employment in such capacity in accordance with the terms and conditions of this Agreement.
- b. **MS. SIMMONS** represents that she possesses all appropriate and necessary certification to carry out the responsibilities of School Business Administrator/Board Secretary for the Teaneck Public School System, pursuant to State statutes and regulations.
- c. **MS. SIMMONS** agrees to accept and carry out all the full-time duties and responsibilities that currently do or may hereafter pertain to the position of School Business Administrator/Board Secretary for the Teaneck Public School System, including specifically all of the duties and obligations prescribed by statutory, regulatory, decisional or any other State and/or Federal law, and all other duties and obligations that may now or hereafter be required by the **BOARD**.
- d. The hours of work for **MS. SIMMONS** shall be all those hours necessary or desirable to fulfill her professional responsibilities as School Business Administrator/Board Secretary. These hours specifically include those required for school system-related responsibilities occurring on weekends, evenings, nights and holidays. As School Business Administrator/Board Secretary, **MS. SIMMONS'** work shall include, but shall not be limited to, the duties and responsibilities set forth in her job description and all other administrative duties designated or assigned by the **BOARD**.

- e. Nothing herein shall preclude **MS. SIMMONS** from undertaking speaking engagements, writing, lecturing or other professional activities provided that the **BOARD**, through the **BOARD** President or designee, shall determine, in advance, that such activities do not interfere with or affect carrying out of the duties imposed upon **MS. SIMMONS** as School Business Administrator/Board Secretary.

2. TERM

This Agreement shall commence July 1, 2020, and shall run through June 30, 2021. **MS. SIMMONS** shall serve in the role of School Business Administrator/Board Secretary at the pleasure of the **BOARD** and the recommendation of the **Superintendent of Schools**.

3. SALARY

- a. **MS. SIMMONS's** annual salary for the 2020-2021 school year shall be one hundred eighty thousand (**\$180,000.00**) dollars. Salary shall be pro-rated for periods less than one full year.
- b. Payment of the salary amount described above shall be in accordance with the schedule of payments to administrative staff members.
- c. Future salary adjustments shall be agreed upon between the parties, subject to Executive County Superintendent of Schools approval, at the appropriate time.

4. INSURANCE COVERAGE and FRINGE BENEFITS

- a. **MS. SIMMONS** shall be entitled to medical, prescription and dental insurance coverage at **BOARD** expense. Dependent care coverage shall be provided at **BOARD** expense, with coverage effective as stated above; provided, however, that pursuant to applicable law and regulation, **MS. SIMMONS** shall contribute through payroll deduction an amount toward payment of premiums.
- b. **MS. SIMMONS** shall be entitled to disability coverage at **BOARD** expense. The annual premium cost for such benefit shall not exceed eight thousand six hundred forty (**\$8,640.00**) dollars.
- c. Notwithstanding anything to the contrary herein, **MS. SIMMONS** shall earn twenty-five (25) vacation days, at the rate of 2.083 days per month, for each school year (July-June) covered by this Agreement. **MS. SIMMONS** agrees to make all reasonable efforts to take her vacation days when school is not in session and when an event or circumstance of special importance is not taking place or occurring in the District. The Superintendent of Schools approval will be required for vacations of (5) five consecutive days, or more, when school is in session. Any vacation days unused in the year in which they accrued may be accumulated for one additional (1) year beyond the year of accrual. However, any vacation days remaining unused after the one additional year period shall be forever forfeited. At retirement or resignation, **MS. SIMMONS** shall be compensated for all accumulated unused

vacation days to a maximum of fifty (50) days. Compensation for unused vacation leave pursuant to this Section shall be at the rate of 1/260th of the annual salary for each unused vacation day.

- d. **MS. SIMMONS** shall be reimbursed for such annual professional organization membership dues and professional improvement activities as are approved in advance by the **BOARD** in an amount not to exceed \$1,500. Memberships include but are not limited to the following organizations: NJ Association of School Business Officials and the International Association of School Business Officials.
- e. **MS. SIMMONS** may accumulate sick days not to exceed fifteen (15) days per year.
- f. **MS. SIMMONS** will be compensated for all unused sick leave at the time of her retirement at her per diem rate, defined as 1/260th of the annual salary, for each unused sick leave day. In no event shall the total payment for such time exceed fifteen thousand dollars (\$15,000.00).
- g. **MS. SIMMONS** shall be entitled to four (4) personal business days and three (3) family illness days annually. Unused personal business days shall be carried over as sick days as of June 30, 2015, in accordance with N.J.S.A. 18A:30-7, as no more than fifteen (15) sick days can be accumulated in one year.

5. **EXPENSES**

- a. **MS. SIMMONS** shall be entitled to a travel allowance of two thousand five hundred (\$2,500.00) dollars for the 2020-2021 school year.
- b. **MS SIMMONS** shall be entitled to a home office allowing of two thousand (\$2,000.00) for 2020-2021 school year.

6. INABILITY TO PERFORM DUTIES

If **MS. SIMMONS** is unable to perform her duties and responsibilities as School Business Administrator/Board Secretary because of illness, accident, or for any other reason, either for a period exceeding her total accumulated sick leave or for a period exceeding one hundred twenty (120) work days, whichever is greater, the **BOARD** reserves the right to seek termination of this Agreement in accordance with applicable law.

7. INDEMNIFICATION

- a. The **BOARD** agrees that it shall defend, hold harmless and indemnify **MS. SIMMONS** from any and all demands, claims, suits, actions, and legal proceedings brought against **MS. SIMMONS** in her individual capacity or in her official capacity as agent and/or employee of the **BOARD**, provided the incident arose while **MS. SIMMONS** was acting within the scope of her employment and, as such liability coverage is within the authority of the **BOARD** to provide under state law.
- b. If, in the good faith opinion of **MS. SIMMONS**, conflict exists as regards the defense to such claim between the legal position of **MS. SIMMONS** and the legal position of the **BOARD**, **MS. SIMMONS** may engage counsel, in which event the **BOARD** shall indemnify **MS. SIMMONS** for the costs of legal defense as permitted by state law.

8. SAVINGS CLAUSE

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not impair, invalidate, or affect the remaining provisions of this Agreement, and they shall remain in full force and effect.

9. FORCE OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.

10. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of any Board Policy, practice, or any permissive State or federal law or regulations, the terms of this Agreement shall take precedence over the contrary provisions.

11. GOVERNING LAW

This Agreement shall be interpreted, construed and governed according to the laws of the State of New Jersey. Controversies arising under this Agreement pertaining to the purely contractual rights and obligations of the parties shall be cognizable in the Superior Court of New Jersey, Bergen County. All other controversies arising under this Agreement with regard to the parties' rights under any provision of the New Jersey Education Laws, N.J.S.A. Title 18A and the regulations implementing same, N.J.A.C. Title 6 and 6A, shall be within the primary jurisdiction of the New Jersey Commissioner of Education, pursuant to N.J.S.A. 18A:6-9.

12. ENTIRE AGREEMENT

The parties hereto understand and expressly intend that this Agreement embodies and contains the entire understanding between them, and that there are no representations, promises or considerations of any nature whatsoever, except as set forth herein. The parties further acknowledge that they agree to and are mutually capable of understanding and appreciating the intention and effect of every provision hereof, and that in addition, they have had the opportunity to review all provisions hereof with their respective legal counsel.

The parties further acknowledge that as required by N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), the Executive County Superintendent or designee has reviewed and approved all terms and conditions of the Contract prior to final Board action. The letter of approval is attached hereto.

13. REVOCAION CLAUSE

The parties hereby agree that in the event that the School Business Administrator/Board Secretary's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation and if the School Business Administrator/Board Secretary is lawfully precluded from performing her duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, that all provisions of this Employment Agreement shall terminate and the School Business Administrator/Board Secretary's employment shall cease.

14. MODIFICATION CLAUSE

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this _____ day of _____, 2020.

MELISSA SIMMONS

Ardie D. Walser, Ph.D.
Board President

SCHOOL BUSINESS ADMINISTRATOR

Detailed Statement of Contract Costs - Option B

District: Teaneck				
Name: Melissa Simmons				
Job Title: Business Administrator/Board Secretary				
District Grade Span: PreK-12				
On Roll Students as of 10-15-of previous year 4084				
Yrs. As District BA 2.5 Total Yrs. As BA 15 Total Yrs in District 2.5	2019-20	2020-21	Difference	% Inc
Salary				
Salary	\$ 173,040	\$ 180,000	\$6,960	4.02%
Subcontracted Services				
Longevity				
TOTAL ANNUAL SALARY	\$ 173,040	\$ 180,000	\$6,960	4.02%
Additional Salary				
Quantitative Merit Goals				
Qualitative Merit Goals				
Additional Compensation - Describe: Leadership Coaching and Mentoring	\$ -	\$ -		
Total Additional Salary	\$ -	\$ -	\$0	#DIV/0!
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 173,040	\$ 180,000	\$6,960	4.02%
Board Contribution for Cost of Premiums for:				
Health Insurance	\$ 30,831	\$ 30,831		
Prescription Insurance				
Dental Insurance	\$ 1,594	\$ 1,594		
Vision Insurance				
Disability Insurance	\$ 294	\$ 294		
Other Insurance - Describe:				
Waiver of Benefits				
Section 125 Plan Reimbursements - Describe:				
Board Cost of Premiums	\$ 32,719	\$ 32,719	\$0	0.00%
Employee Contribution to Premiums as per Law			\$0	#DIV/0!
TOTAL HEALTH BENEFITS COMPENSATION	\$ 32,719	\$ 32,719	\$0	0.00%
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,500	\$ 2,500		
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,500	\$ 1,500		
Tuition Reimbursement	\$ 18,000	\$ -		
Mentoring Expenses - Describe:				
National/State/County/Local/Other Dues	\$ 1,500	\$ 1,500		
Subscriptions	\$ 500	\$ 500		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,200	\$ 1,200		
Computer for Home use, including supplies, maintenance, internet		\$ 2,000		
Other - Describe: Professional Liability Insurance & Bond Insurance	\$ 2,000	\$ 2,000		
TOTAL OTHER COMPENSATION	\$ 26,200	\$ 11,200	-\$15,000	-57.25%
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 16,638	\$ 17,308		
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ 31,638	\$ 32,308	\$669	2.12%
TOTAL CONTRACT COST	\$ 263,597	\$ 256,227	-\$7,371	-2.80%

Vacation Days 25 Holidays 15 Personal Days 4 Total 44