

EMPLOYMENT AGREEMENT
between
THE BOARD OF EDUCATION OF THE VILLAGE OF RIDGEWOOD
and
OJETTA COOPER TOWNES
for the
2020-2021 SCHOOL YEAR

THIS Agreement made this 17 day of June 2020, by and between THE BOARD OF EDUCATION OF THE VILLAGE OF RIDGEWOOD, with its principal office located at 49 Cottage Place, Ridgewood, New Jersey 07451, (hereinafter referred to as the "Board" or "District"), and Ms. OJETTA COOPER TOWNES (hereinafter referred to as "TOWNES"), for and in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. TOWNES agrees to serve as Manager of Human Resources for the Ridgewood Public Schools and hereby accepts full time employment in such capacity in accordance with the terms and conditions of this Agreement. However, nothing herein shall preclude TOWNES from undertaking speaking engagements, writing, lecturing or other professional activities provided that the Superintendent or designee shall determine, in advance, that such activities do not interfere with the effective performance of the duties imposed upon TOWNES as Manager of Human Resources.
2. TOWNES agrees to accept and carry out all of the full-time duties and responsibilities that currently or may hereafter pertain to the position of Manager of Human Resources including specifically all of the duties and obligations prescribed by statutory, regulatory, decisional or any other state and/or federal law and including specifically all other duties and obligations that may now or hereafter be required by the Board.
3. The Board shall employ TOWNES for the period beginning July 1, 2020 and ending June 30, 2021.
4. The Board shall pay TOWNES an annual salary of \$160,001 for the 2020-2021 school year. The annual salary shall be paid in accordance with the schedule of salary payments in effect for other twelve-month certified employees.
5. The Board agrees to pay dues and fees on behalf of TOWNES to N.J.S.B.A – P.A.A, A.A.S.P.A., SHRM and any other organizations agreed to by the Superintendent in consultation with the Board.
6. TOWNES is permitted to attend one national conferences annually, with prior approval of the Superintendent and the Board. The fees and allowable related travel costs for these conferences shall be paid by the Board, consistent with NJ statutes and regulations. Any other conference Townes attends will be subject to the approval of the Superintendent and the Board. Fees and allowable related travel costs for these additional conferences shall be paid by the Board in accordance with OMB Circular and Travel Regulations.
7. The Board shall reimburse TOWNES for expenses incurred for travel using her personal vehicle(s) within the State of New Jersey in the performance of the duties under this Employment Contract. Reimbursement at a flat-rate stipend of \$150.00 per month shall be paid; the same flat rate has been approved in the prior contract. No additional reimbursement for auto travel shall be made supplemental to the flat rate noted.
8. The Board shall provide TOWNES a cellular telephone with e-mail capability for school district business use or, at TOWNES' request, reimburse TOWNES \$47.00 per month for her use of her personal cellular telephone for school district business in accordance with district practice for administrative staff.
9. TOWNES shall be entitled to twenty-two (22) vacation days per year of employment. Vacation will be taken at a time mutually agreeable to TOWNES and the Superintendent. Not more than 17 days may be carried

over from year to year. No financial reimbursement will be made for unused vacation days except for termination of employment. The maximum number of days payable will be thirty-nine (39) based on a per diem rate of pay calculated by dividing TOWNES annual salary in her last year of employment by two hundred sixty (260). To the extent required by law, this payment will be up to \$15,000 or any other maximum required by law for certificated administrators. If TOWNES dies before the completion of a contract period, her prorated vacation, based on a 260 day work year, shall be paid to her estate

10. The Board will provide TOWNES with medical and prescription insurance through its enrollment in the New Jersey School Employees' Health Benefits Program ("SEHBP"). All eligible new enrollees are subject to a two-month delay prior to implementation of medical and prescription coverage. In the event the district changes carriers, TOWNES may enroll in insurance programs providing for a level of benefits equal to or better than those described in the medical plans offered through the SEHBP as of the time of any change in carriers, up to and including the richest benefit plan offered through the SEHBP.

b. If TOWNES can show proof of medical coverage by a spouse (excluding a district employee) prior to December 1 of each year, she may elect to waive medical insurance coverage in return for a payment of \$2,000. Payment will be made in each year coverage is waived. TOWNES may request, in writing, to resume medical coverage in the event of an emergency which resulted in the loss of out of district coverage. Requests for resumption of coverage and reasons therefore will be submitted to the Superintendent.

c. A comprehensive dental plan shall be provided to TOWNES and her dependents. The plan provides for the payment of 80% of all reasonable and customary charges for basic services and 50% for all major restorations with a \$50 deductible to a maximum of \$1,500 per year.

d. For the 2020-2021 school year, TOWNES is subject to maximum of 26% contribution toward the cost of health care benefits coverage pursuant to Chapter 78, P.L. 2011. If TOWNES enrolls in any district health insurance plan(s), she must pay the contribution calculated pursuant to Chapter 78, P.L. 2011 as contribution toward her health insurance premium(s) to the extent required by applicable law. All premium contributions will be made through payroll deductions.

11. TOWNES is entitled to holidays as provided for in the twelve (12) month (2019-2020) holiday calendar. The holidays are: Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, NJEA Convention(2), Thanksgiving Recess, Christmas Eve, Christmas, New Year's Eve and New Year's Day, Martin Luther King Day, Lunar New Year, President's Day, Good Friday, and Memorial Day. Plus an additional five (5) recess days. Recess days must be used during recess periods.

12. a. TOWNES shall receive twelve (12) sick leave days per school year (July 1 to June 30) on the first day she reports to work each year. If TOWNES' district employment ends before June 30, she will be entitled to a prorated portion of the full annual sick leave entitlement for that partial work year. Unused sick leave days shall accumulate without limit for use in future years for the duration of her employment in the district. Prolonged absence, beyond those sick leave days accrued in accordance with state law (N.J.S.A. 18A:30-1, 30-2, 30-7) will be reviewed by the Superintendent to determine whether or not it will be possible for TOWNES to return to work within a reasonable period. In unusual cases of chronic absenteeism, or where the possibility of an extended multi-year absence exists, the Superintendent will review the details with the Board and make a recommendation concerning the status of TOWNES.

b. If TOWNES resigns from district employment for the purpose of P.E.R.S. retirement after at least fifteen (15) years of district service, and she has used twenty-five (25) percent or less of accumulated sick leave during her district employment, she shall, at retirement, receive a stipend of \$8,000. Payment will be made by July 30, provided the letter of intent to retire is submitted to the Board by January 15. A letter of retirement submitted after January 15 will cause the payment to be made to TOWNES by July 30 of the following year, with interest equal to the budget cap for that year established by the New Jersey Department of Education.

13. In the event of a death in the immediate family or household (spouse, child, grandchild, parent, sibling, relatives by marriage in the same degree of relationship or any other relative whose household at the time of

death is also the household of TOWNES) absence is fully compensated for as many days as the Superintendent deems suitable, up to a maximum of five (5) days. Additional leave may be granted at the discretion of the Superintendent.

14. TOWNES will be fully compensated for up to three (3) days absence due to the serious illness, injury, or emergency in the immediate family. Additional leave with full pay less the actual daily cost of a substitute, may be granted at the discretion of the Superintendent.

15. TOWNES shall have available three (3) personal business days, without reason or loss of pay, but with the prior approval of the Superintendent. Personal business is defined as a leave used for any reason except recreation, rest, recuperation, or any venture resulting in remuneration of services rendered by a staff member. Requests for two (2) or more consecutive personal days must be accompanied by a reason conforming to the definition above and are subject to the approval of the Superintendent. Unused personal days convert to sick days.

16. Termination of Employment

a. Notice: This Agreement may be terminated by either party without cause upon either party furnishing the other with written notice at least sixty (60) days in advance of any intended termination.

b. Cause: Discharge for cause shall constitute conduct which is seriously prejudicial to the school district, including but not limited to, neglect of duty, inefficiency or incompetence. Notice of discharge for cause without notice shall be given in writing and TOWNES shall be entitled to appear before the Board to discuss such causes. If TOWNES chooses to be accompanied by legal counsel at such meeting, she shall bear any costs incurred for this representation. Such meeting shall be conducted in Executive Session. TOWNES shall be provided a written decision describing the results of the meeting.

17. Savings Clause: If, during the term of this employment contract, it is found that a specific clause of the employment contract is illegal under Federal or State law, the remainder of the employment contract not affected by such a finding shall remain in force. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

18. This agreement sets forth the entire understanding of the parties, and it shall not be modified or amended except by another understanding in writing executed by the parties.

19. This Agreement and all rights, obligations and liabilities arising hereunder shall be construed and enforced in accordance with the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19 day of June, 2020.

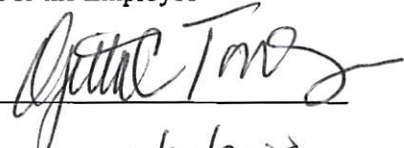
For the Board



, President

Date: 6/17/20

For the Employee



Ojetta Cooper Townes

Date: 6/17/2020