

**FORT LEE BOARD OF EDUCATION
FORT LEE, NEW JERSEY**

SPECIAL PUBLIC BUSINESS MEETING AGENDA

Monday, October 28, 2013
Meeting Start Time: 7:30 pm

Board Conference Room, 2175 Lemoine Ave., 6th Fl.
Fort Lee, New Jersey 07024

1. **CALL TO ORDER BY THE PRESIDENT**

2. **FLAG SALUTE**

3. **PUBLIC ANNOUNCEMENT**

The New Jersey Open Public Meetings Law was enacted to insure the right of the public to have advance notice and to attend the meetings of public bodies at which any business affecting their interests is discussed or acted upon. In accordance with the provisions of the Act, the Fort Lee Board of Education has caused notice of this meeting to be published by having the date, time, and place thereof posted in the entrance hall of the Board Office, 2175 Lemoine Avenue; published in the Board's designated online media outlet/newspapers: Fort Lee Patch.com, The Record, The Star Ledger, The Suburbanite; filed with the Clerk of the Borough of Fort Lee; and mailed to all persons, if any, who have requested said notice.

During the course of the board meeting, the Fort Lee Board of Education offers members of the public an opportunity to address issues regarding the operation of the Fort Lee Public Schools. The Board reminds those individuals who take this opportunity to identify themselves by name and address and to limit their comments to items listed on the agenda and/or items directly related to the operation of the School District. Issues raised by members of the public may or may not be responded to by the Board. All comments will be considered and a response will be forthcoming if and when appropriate. The Board asks all members of the public to be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding students and employees of the Board are discouraged and will not be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public. Members of the public should consider their comment in light of the legal rights of those affected or identified in their comments and be aware that they are legally responsible and liable for their comments.

4. **ROLL CALL**

Mrs. Esther Han Silver, Mr. Carmelo Luppino, Jr., Mrs. Holly Morell, Mrs. Candace Romba, Mr. David Sarnoff, Mr. Peter Suh, Mr. Joseph Surace, Ms. Helen Yoon and Mr. Yusang Park

5. **PURPOSE OF THIS SPECIAL PUBLIC BUSINESS MEETING - TO ADJOURN IMMEDIATELY INTO PRIVATE SESSION TO DISCUSS PERSONNEL AND ANY OTHER MATTERS THAT MAY ARISE.**

6. **ADJOURN TO SPECIAL PRIVATE WORK SESSION – TO DISCUSS PERSONNEL AND ANY OTHER MATTERS THAT MAY ARISE.** WHEREAS, the Open Public Meetings Act and the Fort Lee Board of Education reserve the right within the constraints of State Law to sit in Public Session; and

WHEREAS, there now exists a need for this Board of Education to meet in Public Session; and

NOW, THEREFORE, BE IT RESOLVED that the Fort Lee Board of Education recess into Private Session to meet to discuss personnel matters;

BE IT FURTHER RESOLVED that the public will be informed at a later date, undetermined at this time.

7. **RETURN TO SPECIAL PUBLIC BUSINESS MEETING – TO DISCUSS PERSONNEL, AND ANY OTHER MATTERS THAT MAY ARISE.**
8. **QUESTIONS AND COMMENTS FROM THE PUBLIC ON ITEMS LISTED ON TONIGHT'S AGENDA AND ANY OTHER TOPIC-Kindly limit public comment to three minutes**
9. **RESOLUTIONS**
10. **ADJOURNMENT** Time:_____

OFFERED BY_____ SECONDED BY_____

Respectfully submitted by,



ROBERT R. BROWN
INTERIM BUSINESS ADMINISTRATOR/BOARD SECRETARY

RESOLUTION

RESOLVED, that the FORT LEE BOARD OF EDUCATION hereby appoints David L. Rinderknecht, as Interim Business Administrator/Board Secretary for the term October 22, 2013 to May 5, 2014 for the terms and conditions specified.

Motion:

Second:

Vote:



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
ONE BERGEN COUNTY PLAZA
3RD FLOOR - ROOM 350
HACKENSACK, NJ 07601-7076
201-336-8875
FAX 201-336-6880

CHRIS CHRISTIE, GOVERNOR
KIM GUADAGNO, LT. GOVERNOR

CHRISTOPHER D. CERF, COMMISSIONER
SCOTT RIXFORD, INTERIM EXECUTIVE COUNTY SUPERINTENDENT

October 24, 2013

Mr. Paul Saxton
Superintendent
Fort Lee School District
2175 Lemoine Avenue
Fort Lee, NJ 07024

Re: Interim Employment Contract

Dear Mr. Saxton:

I have reviewed the employment contract for David L. Rinderknecht, Interim Business Administrator/Board Secretary, Fort Lee School District in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for the period retroactive October 22, 2013 through May 4, 2014.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes. When the "approved" contract is fully executed, please provide a copy to the County Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Rixford".

Scott Rixford
Interim Executive County Superintendent

SR/HPW/kem

c: Board President (Letter ONLY)
Board Attorney

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this ____th day of _____ 2013, by and between the **FORT LEE BOARD OF EDUCATION**, with offices located at 2175 Lemoine Avenue, Fort Lee, New Jersey 07024 (hereinafter "the Board")

and

David L. Rinderknecht, whose position is to be the Interim Business Administrator/Board Secretary (hereinafter "Interim Business Administrator").

WITNESSETH

WHEREAS, the Board and the Interim Business Administrator believe that a written contract of employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board appoints David L. Rinderknecht to the position of Interim School Business Administrator/Board Secretary effective October 22, 2103, and he has accepted the Board's offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on October 21, 2013, and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ David L. Rinderknecht as the Interim School Business Administrator/Board Secretary of the Fort Lee Board of Education for the period beginning October 22, 2013 through May 5, 2014.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. **Certification:**

The Interim Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education to serve as a School Business Administrator. In the event the Interim Business Administrator's certificate issued by the Department of Education is revoked, this contract of employment is null and void as of the date of the certificate revocation.

The Interim Business Administrator further agrees to comply with all other legal requirements respecting his employment in the position of School Business Administrator/Board Secretary.

B. Duties:

The Interim Business Administrator shall devote his full time, attention, and energy to the business of the school district. The Interim Business Administrator shall report directly to the Superintendent of Schools, and serve in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future.

All duties assigned to the Interim Business Administrator by the Superintendent of Schools should be appropriate to and consistent with the professional role and responsibility of the School Business Administrator/Board Secretary, and shall be set by Board policy and in the Job Description for the School Business Administrator/Board Secretary which may be modified from time to time, consistent with the intent set forth above.

3. COMPENSATION

The Board shall pay the Interim Business Administrator a salary of Six Hundred (\$600.00) Dollars per day, not to exceed Fifty Thousand Four Hundred (\$50,400.00) Dollars for work completed during the term of this contract of employment. The Interim Business Administrator should work a minimum of 3 days per week. This salary shall be paid to the Interim Business Administrator in accordance with the payroll schedule for other certified employees.

4. BENEFITS

A. Expense Reimbursement:

The Board shall reimburse the Interim Business Administrator for expenses incurred for travel in the performance of the Interim Business Administrator's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Interim Business Administrator shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

B. Memberships:

The Board shall pay for the Interim Business Administrator's membership fees and/or dues to the New Jersey Association of School Business Officials.

C. Technology:

The Board shall provide the Interim Business Administrator with a lap top computer and cell phone for his use in carrying out the responsibilities of his employment only.

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

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

6. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Termination by either party upon fifteen (15) days written notice to the Board and to the Interim Business Administrator;
- C. In the event that the Interim Business Administrator's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation; or;
- D. Actions consistent with law.

7. **COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

8. **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 this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract of employment.

9. **SAVINGS CLAUSE**

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

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

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of October 21, 2013 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 Contract of Employment effective on the day and year first above written.

Witness:

David L. Rinderknecht
Interim School Business Administrator/
Board Secretary

Witness:

Yusang Park, President
BOARD OF EDUCATION

INTERIM BUSINESS ADMINISTRATOR/BOARD SECRETARY

Detailed Statement of Contract Costs

District: Fort Lee Board of Education

Name: David L. Rinderknecht

Date BOE Authorized Submission to County Office

District Grade Span

On Roll Students as of 10-15

Yrs. In District 0 Yrs. Experience 25

Contract Term: October 22, 2013 - May 5, 2014

10/7/2013
K-12
3810

Year 1
2013-14

Salary

Base Salary

High School

Longevity

Shared Service

\$ -

\$ -

Total Pensionable Salary \$ -

Additional Salary

Quantitative Merit Goals

\$ -

Qualitative Merit Goals

\$ -

Additional Compensation - Describe: \$600.00 per diem salary for 3 days per week as per contract

\$ 50,400

Total Non-Pensionable Salary \$ 50,400

Total Salary Compensation \$ 50,400

Board Contribution for Cost of Premiums for:

Health Insurance

\$ -

Prescription Insurance

\$ -

Dental Insurance

\$ -

Vision Insurance

\$ -

Disability Insurance

\$ -

Long-term Care Insurance

\$ -

Life Insurance

\$ -

Other Insurance - Describe:

\$ -

Waiver of Benefits

\$ -

Section 125 Plan Reimbursements - Describe:

\$ -

Board Contribution for Cost of Premiums \$ -

Employee contribution to health benefits as per law \$ -

Total Health Benefit Compensation \$ -

Other Compensation

Travel and Expense Reimbursement (Estimated Annual Cost)

\$ 2,500

Professional Development (Capped Amount or Estimated Annual Cost)

Tuition Reimbursement

\$ -

Mentoring Expenses - Describe:

\$ -

National/State/County/Local/Other Dues

\$ 2,000

Subscriptions

\$ -

Board Paid Cell Phone

\$ 815

Computer for Home use, including supplies, maintenance, internet

\$ -

Other - Describe:

\$ -

Total Other Compensation \$ 5,315

Sick and Vacation Compensation

Max Paid for Unused Sick Leave Upon Retirement

\$ -

Max Paid for Unused Vacation Leave - Retirement or Separation

\$ -

Total Sick and Vacation Compensation \$ -

TOTAL CONTRACT COSTS \$ 55,715