



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
ONE BERGEN COUNTY PLAZA, SUITE 350
HACKENSACK, NJ 07601-7076
201-336-6875
FAX 201-336-6880

PHILIP D. MURPHY, GOVERNOR
TAHESHA L. WAY, LT. GOVERNOR

ANGELICA ALLEN-McMILLAN, Ed.D., ACTING COMMISSIONER
LOUIS DeLISIO, EXECUTIVE COUNTY SUPERINTENDENT

November 8, 2023

Ms. Dora Zeno
Interim Business Administrator/Board Secretary
Ramapo Indian Hills Regional High School District
131 Yawpo Avenue
Oakland, NJ 07436

Re: Interim Superintendent Employment Contract

Dear Ms. Zeno:

In accordance with N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), I have reviewed the employment contract for Dr. James C. Baker, Interim Superintendent, Ramapo Indian Hills Regional High School District. The provisions of this contract are in compliance with the regulations. This contract is approved for a period commencing on or about November 13, 2023, through June 30, 2024.

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 with a copy of the Board Resolution approving the contract.**

Sincerely,

A handwritten signature in black ink, appearing to read "Louis DeLisio".

Louis DeLisio
Executive County Superintendent

LD/HPW/laf

c: Board President (Letter ONLY)
Board Attorney

APPROVED

EMPLOYMENT AGREEMENT
BETWEEN THE
RAMAPO INDIAN HILLS REGIONAL HIGH SCHOOL DISTRICT BOARD OF
EDUCATION

AND

JAMES C. BAKER, Ed.D.

This Employment Agreement made this 30 day of October, 2023, between the Ramapo Indian Hills Regional High School District Board of Education, which has its offices located at 131 Yawpo Avenue, Oakland, New Jersey 07436, (hereinafter referred to as the "Board") and James C. Baker, Ed.D. (hereinafter referred to as the "Interim Superintendent").

WHEREAS, the Board is desirous of appointing James C. Baker, Ed.D. to perform the duties of Interim Superintendent of Schools; and

WHEREAS, James C. Baker, Ed.D. is desirous of accepting the Board's appointment to the position of Interim Superintendent of Schools; and

WHEREAS, the parties are desirous of entering into an agreement which sets forth the terms and conditions of the appointment.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties agree that the following paragraphs shall constitute the terms and conditions of the appointment:

1. EMPLOYMENT

The Board hereby employs, and James C. Baker, Ed.D. hereby accepts the appointment as Interim Superintendent of Schools contingent upon a successful criminal history

review and any and all other background checks and examinations which may be required by the State of New Jersey and/or the Board.

2. TERM

The Employment Agreement shall begin on or about November 13, 2023 and end on June 30, 2024, unless mutually extended or terminated by the parties (the "Term"). The Interim Superintendent may be compensated for up to five business days of transition work prior to November 13, 2023 in accordance with the terms and conditions of this Employment Agreement. In the event the Interim Superintendent wishes to terminate this Employment Agreement, the Board shall be provided with sixty (60) days' notice by telephone call and in a writing directed to the Board President. In the event the Board wishes to terminate this Employment Agreement, the Board shall provide the Interim Superintendent with sixty days (60) days' notice. If the Board wishes to terminate this Employment Agreement for inefficiency, incapacity, unbecoming conduct, failure to comply with the material conditions of this Employment Agreement, or other just cause, it may do so with no prior notice.

3. WORK WEEK

The Interim Superintendent shall work five (5) days per week except during holiday and school recess periods. The Interim Superintendent shall further attend Board and Committee meetings, back-to-school night, open houses and all hearings/presentations by the Board.

4. COMPENSATION

The Board shall pay the Interim Superintendent \$800 for services rendered on a per diem rate basis at a maximum annual prorated salary of Two Hundred Eight Thousand Dollars (\$208,000), for days actually worked, in accordance with the schedule of salary

payments in effect for other certified employees. A day shall be defined as eight (8) hours. The Interim Superintendent shall attend evening commitments, including, but not limited to, Board and Committee meetings, back-to-school night, open houses and all hearings/presentations by the Board, when requested by the Board. There shall be no extra compensation for attending the aforementioned events.

It is understood that the aforesaid payments are subject to applicable taxes and deductions required by law.

5. DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Interim Superintendent hereby agrees to the following:

- A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator 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. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Employment Agreement.
- B. To devote the Interim Superintendent's full time, skills, labor, and attention to this employment during the term of this Employment Agreement; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Interim Superintendent choose to engage in such outside activities when he is not required to be present in the Board's district, he shall

retain any honoraria paid. The Interim Superintendent shall notify the Board President in the event he is going to be away from the Board's district on the Board's district business for two (2) or more days in any week. Any time away from the Board's district that is not for the Board's district business must be arranged in accordance with provisions in this Employment Agreement governing time off. The Board recognizes that the demands of the Interim Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to Board's district business outside of the Board's district.

- C. To assume the responsibilities for the selection, appointment, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives.
- D. To non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.
- E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him.
- F. To assume responsibility for the administration of the affairs of the Board's district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Interim Superintendent, or by staff, at the Interim Superintendent's direction.

- G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Interim Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Interim Superintendent notifying him that his employment will be discussed in closed session, and the Interim Superintendent had not requested that the meeting be conducted in public, or where the Interim Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. Where the Interim Superintendent has received a Rice notice and has opted to have the discussion in executive session, he shall have the right to address the board in executive session and bring an attorney to represent him.
- H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the Board's school district.
- I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Interim Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

6. PROFESSIONAL CERTIFICATION

The Interim Superintendent shall hold a valid New Jersey School Administrator's certificate to act as the Interim Superintendent of Schools in the State of New Jersey during the Term. The Parties hereto agree that in the event the Interim Superintendent's

certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation. If the Interim Superintendent is lawfully precluded from performing the duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Interim Superintendent's employment shall cease.

7. BENEFITS IN ADDITION TO SALARY

a. Sick Leave

The Interim Superintendent shall receive ten (10) sick days prorated annually. The Interim Superintendent will also have vacation days that are the school holidays per the annual calendar approved by the Board.

b. The Interim Superintendent shall not be entitled to any benefits, including, but not limited to, leaves of absence, holidays (other than as set forth in Section 7(a) above, vacation, medical insurance, pension or other benefits except for the per diem payment to which the Interim Superintendent is entitled under Paragraph 4 of this Employment Agreement.

8. REIMBURSEMENT FOR EXPENDITURES

The Interim Superintendent shall be entitled to reimbursement for expenditures in connection with the responsibilities as Interim Superintendent of Schools, including business related telephone calls, fees, mileage (when required to use the Interim Superintendent's personal vehicle for School District business, exclusive of commutation costs), and meals for attendance at seminars and workshops sponsored by New Jersey School Boards Association (NJSBA), the New Jersey Association of School Administrators (NJASA) and the Bergen County Association of School Administrators (BCASA) upon prior approval by the Board and submission of receipts and certified purchase orders to the Board. Reimbursement or

payment for such expenses shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget and shall be reimbursed monthly in accordance with the Board's regular monthly bill list.

9. CRIMINAL HISTORY CHECK

The Interim Superintendent shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5 and shall furnish the Board with verification of same prior to the commencement of the Term. The Interim Superintendent shall bear the cost for the criminal history record check. The Interim Superintendent of Schools shall be subject to the additional employment history review set forth in N.J.S.A. 18A:6-7.6 et seq., which requires the authorization for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

10. ELECTRONIC COMMUNICATION

The Interim Superintendent shall provide the Board, the Board President, the Board Secretary/School Business Administrator and the Secretary to the Superintendent of Schools with telephone numbers (cellular/home) for the purpose of communication with each other to discuss Board related business when the Interim Superintendent is not in the Board's district and during the hours and days in which the Interim Superintendent is not working for the Board. The Board shall provide the Interim Superintendent with a cellular phone for school business use. Should the Board permit the Interim Superintendent to use his own cellular phone, the Board shall reimburse the Interim Superintendent up to \$80 per month or actual cost, whichever is less. The Interim Superintendent shall submit a copy of the monthly cellular phone bill as evidence of expenditure. In addition, a laptop will be issued to the Interim Superintendent

for work purposes. The laptop will remain the property of the Board upon expiration or termination of this Employment Agreement.

11. TERMINATION NOTICE

This Employment Agreement may be terminated by either party prior to the expiration of the Term for any reason whatsoever by furnishing the other party with written notice sixty (60) days in advance of any intended severance of this Employment Agreement subject to any other provision herein, including Section 2. Notice shall be deemed effective upon receipt.

12. RIGHTS AND REMEDIES

This Employment Agreement shall terminate and the Interim Superintendent's employment will cease, under any one of the following circumstances:

- A. revocation of the Interim Superintendent's certificate, in which case this Employment Agreement shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
- B. forfeiture under N.J.S.A. 2C:51-2;
- C. mutual agreement of the parties subject to approval by the Executive County Superintendent; or
- D. material misrepresentation of employment history, educational and/or professional credentials relating to his position as a certificated educator, or of his criminal background.

In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C:51-2, the Board reserves the right to suspend his pending resolution of the criminal charges. Such suspension shall be with pay prior

to indictment and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges. Nothing contained herein shall limit the Board ability to terminate the Interim Superintendent.

Nothing in this Employment Agreement shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

The parties understand that any early termination must comply with the provisions of P.L.2007, c. 53, The School District Accountability Act.

13. LAWS

This Employment Agreement is subject to Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code, as such statutes and regulations may from time to time be amended. Should any provision of this Employment Agreement conflict with such law or regulation, the provisions of Title 18A of the New Jersey Statutes or Title 6A of the New Jersey Administrative Code shall govern. The invalidity of any provision of this Employment Agreement shall not invalidate the remaining provisions of this Employment Agreement.

14. SAVINGS CLAUSE

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

15. MODIFICATION

This Employment Agreement may not be modified or amended except by a 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. The failure of either party to enforce a specific provision of this Employment Agreement shall not constitute a waiver of any of the parties' rights under this Employment Agreement.

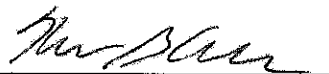
16. SOLE AGREEMENT

This Employment Agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.

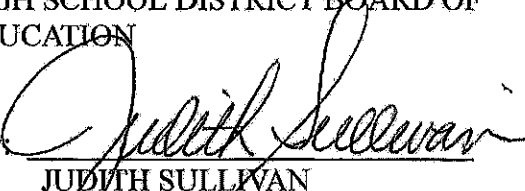
IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be duly executed by the Board President and the Interim Superintendent on the date shown below and the Board Secretary/School Business Administrator has caused the corporate seal to be affixed hereto on the same date

WITNESS:

RAMAPO INDIAN HILLS REGIONAL
HIGH SCHOOL DISTRICT BOARD OF
EDUCATION


~~DORA ZENO~~ KIM G. ANSH
Interim Business
Administrator/Board
~~Secretary~~ VICE PRESIDENT

By:


JUDITH SULLIVAN
Board President

DATED: 10/30/23

DATED: Oct. 30, 2023

WITNESS:

Kim G. Ansh
KIM G. ANSH

DATED: 10/30/23

James C. Baker
JAMES C. BAKER, ED.D.
Interim Superintendent
of Schools

DATED: 10/30/23



Department of Education
State Board of Examiners

CERTIFICATE

This is to certify that

JAMES C BAKER

*has met all of the requirements established by the State Board of Education and is
authorized to serve in the public schools of New Jersey as indicated below:*

TYPE	ISSUED	EXPIRES	DESCRIPTION	CO.	DIST.
REG.	01/78	-	SCHOOL ADMINISTRATOR *****		

Fred G Burke

Commissioner of Education



Fred A Price

Secretary, State Board of Examiners

INTERIM SUPERINTENDENT

Detailed Statement of Contract Costs

District: Ramapo Indian Hills Regional High School District

Name: James C. Baker

Date BOE Authorized Submission to County Office

11/16/2023

District Grade Span

9-12

On Roll Students as of 10-15

2,009

Yrs. In District as Supt. 0 Total Yrs. Exp. In Position 15+

Contract Term:

Year 1 2023-24	Year 2 2024-25	Year 3 2025-26	Year 4 2026-27	Year 5 2027-28
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Salary

	n/a	n/a	n/a	n/a
Salary	\$ 208,000	\$ -	\$ -	\$ -
High School	\$ -	\$ -	\$ -	\$ -
Longevity	\$ -	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -
Total Annual Salary - \$800/daily rate, not to exceed \$208,000	\$ 208,000	\$ -	\$ -	\$ -

Additional Salary

Quantitative Merit Goals	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary	\$ 208,000	\$ -	\$ -	\$ -

Board Contribution for Cost of Premiums for:

Health Insurance	\$ -	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -
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)	\$ 500	\$ -	\$ -	\$ -
Professional Development (Capped Amount or Estimated Annual Co:	\$ 1,500	\$ -	\$ -	\$ -
Tuition Reimbursement	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 960	\$ -	\$ -	\$ -
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -
Total Other Compensation	\$ 2,960	\$ -	\$ -	\$ -

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

\$ 210,960	\$ -	\$ -	\$ -	\$ -
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Tot. Vac. Days 0 Holidays 17 Personal 0 Total 17