

Employment Contract
for the School Business Administrator/Board Secretary

This Employment Contract is made and entered into on this 21st day of June 2012, by and between the Brick Township Board of Education, with offices located at 101 Hendrickson Ave., Brick, New Jersey 08724 (hereinafter referred to as the "Board").

and

James W. Edwards, Jr., CPA, (hereinafter referred to as the "Business Administrator/Board Secretary")

WHEREAS, Board of Education desires to provide the Business Administrator/Board Secretary with a written Employment Contract in order to enhance administrative stability and continuity in its business operations, and

WHEREAS, the Board and the Business Administrator/Board Secretary believe that a written Employment Contract is necessary to describe, specifically, the relationship between the Board of Education and the Business Administrator/Board Secretary, and to serve as the basis of effective communication between them as they fulfill their respective governance and administrative functions in the operation of the Brick Township Public Schools,

NOW, THEREFORE, the Board and the Business Administrator/Board Secretary, for the consideration herein specified, agree as follows;

TERM

Whereas, the Board, in consideration of the promises herein contained of the Business Administrator/Board Secretary, hereby employs, and the Business Administrator/Board Secretary hereby accepts employment as the Business Administrator/Board Secretary for the Brick Township Board of Education, for a term commencing July 1, 2012 and running through the date of June 30, 2013.

DUTIES AND RESPONSIBILITIES

The duties to be performed by the Business Administrator/Board Secretary shall be as set forth in applicable New Jersey Statutes and Administrative Code, relevant sections of policies and administrative regulations heretofore or hereafter adopted by Board and other appropriate duties as the Board or Chief School Administrator (CSA) may from time-to-time require. The Business Administrator shall also perform the duties of the Qualified Purchasing Agent, Appointing Authority and Public Agency Certifying Officer (PACO).

The Business Administrator/Board Secretary shall devote his time, attention and energy to the business of the school district. However, he may seek additional forms of compensation outside of the district. Such outside activities shall not interfere with the duties of the employee nor the Board's business. The Board's business shall be of top priority at all times. All duties assigned to the Business Administrator/Board Secretary should be consistent with the professional role and responsibility of the Business Administrator/Board Secretary, and shall be set by Board policy and in the appropriate job description which may be modified from time to time, consistent with the intent set forth above.

The normal work day and work week shall be seven (7) hours per day, Monday through Friday, thirty five (35) hours per week, with a daily lunch of one hour (added to work day). Summer hours shall be in effect from the first full five day work week in July (excluding holidays) through the last full five day work week in August. The summer time workday shall be seven and one half (7.5) hours per day, plus a one half (1/2) hour lunch period. The summer time workweek shall be four (4) days per week, consistent with the twelve month secretarial schedule.

Sick, Vacation, and Personal days utilized during this period will be charged as 1 day, or in other words seven (7) hours of sick, vacation or personal time for every 7 hour workday.

COMPENSATION

During the term of this Employment Contract the Business Administrator/Board Secretary shall not be reduced in compensation, including salary and benefits.

- A. Salary: The Board shall pay the Business Administrator/Board Secretary an annual salary rate of one hundred sixty nine thousand five hundred sixty dollars (\$169,560.00), for the period of July 1, 2012 through the date of June 30, 2013. Any increase in salary that may be made during the term of this Employment Contract shall be in accordance with the salary schedule agreed upon between the parties. Any additional remuneration that the Board decides to give to the Business Administrator/Board Secretary, over and above the salary set forth in the schedule agreed upon between the parties, shall become part of this Employment Contract, but it shall not be deemed that the Board and the Business Administrator/Board Secretary have entered into a new Employment Contract. Any amendments to this Contract shall be in writing signed by representatives of the Board and by the Business Administrator/Board Secretary. The salary paid to the Business Administrator/Board Secretary shall be in accordance with the schedule of salary payments in effect for other certificated employees of the Board.
- B. Vacation/Holidays: The Business Administrator/Board Secretary shall be granted twenty-seven (27) paid vacation days annually pro-rated at 2.25 days per month. The Business Administrator/Board Secretary may carry up to twenty-seven (27) unused

vacation days for one year only from one year to the next. The Business Administrator/Board Secretary shall be permitted to take vacation days by notifying the Chief School Administrator at least two (2) weeks in advance. Days to be taken within two (2) weeks of the notice given shall require the consent and permission of the Chief School Administrator. The Business Administrator/Board Secretary shall not take more than ten (10) consecutive working days, as vacation days, without prior approval of the Board of Education. The Chief School Administrator's office shall be responsible for maintaining written documentation of the Business Administrator/Board Secretary's earned and accrued vacation days and days actually taken. In the event the Business Administrator/Board Secretary retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Business Administrator/Board Secretary all accumulated earned and accrued vacation days shall be paid to the estate of the Business Administrator/Board Secretary at the Business Administrator/Board Secretary's then current per diem rate of pay. The Business Administrator/Board Secretary shall be entitled to all holidays in the school year that are given to any other twelve-month certified staff members. If the Business Administrator/Board Secretary is required to work on a given holiday, he shall be entitled to take another day off during the contract term, without loss of pay.

- C. Sick Leave: The Business Administrator/Board Secretary shall be allowed fifteen (15) days sick leave annually. The unused portion of said days, at the end of any year, shall be accumulated in accordance with state law. Upon his retirement from service with the Brick Township School District, the Board will pay the Business Administrator/Board Secretary for all unused, accrued sick leave time in the district at an amount not to exceed

one half the per diem rate of pay earned by the Business Administrator/Board Secretary at his then-current annual salary based upon one day for every two days earned to a maximum reimbursement not to exceed 116.5 days (days accumulated as of June 30, 2012) or the maximum in accordance with State law which may be amended from time to time, whichever is less.

D. Bereavement Leave: The Business Administrator/Board Secretary shall be entitled to paid bereavement leave in the event of the death of a member of his immediate family for up to five (5) days, to be utilized within a two-week period commencing on the date of death without loss of pay. Immediate family shall include spouse, civil union partner, child, mother, father, step mother, step father, mother-in-law, father-in-law, grandfather, grandfather-in-law, step grandfather, grandmother, grandmother-in-law, step grandmother, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law. Up to one (1) school day within a two-week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew shall be allowed without loss of pay.

E. Benefits: The Board of Education shall pay the premium of insurance protection for the Business Administrator/Board Secretary and his family, which insurance shall include Direct Access health care insurance, dental insurance and a prescription plan. The Board reserves the right to select the appropriate insurance carrier(s). All insurance plans mentioned in this Article shall be continued by the Board while the Business Administrator/Board Secretary is utilizing FMLA/NJFLA. The prescription plan provided by the Board shall be a co-pay prescription plan. The co-payment for prescription drugs shall be the same as that of the Brick Township Education Association.

The dental insurance provided by the Board will be equal to the dental insurance provided to all other certified staff members. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board. The Business Administrator/Board Secretary may request a waiver of insurance protection. If a waiver of insurance protection is granted by the Board, payment in lieu of insurance protection will be made annually to the Business Administrator/Board Secretary as follows:

Health Care Insurance \$1,250

Dental Insurance \$225

Prescription Plan \$500

Waiver of health care insurance coverage will require proof of health care insurance elsewhere. If the Business Administrator/Board Secretary waives coverage for a partial year then payment will be paid in lieu on a pro-rata basis. Payments of the waived amounts will be made with the final paycheck of the school year. Upon the permanent separation from employment the Board's health-care plans shall cease immediately following the Business Administrator/Board Secretary last day on the payroll. The coverage shall immediately be terminated unless the Business Administrator/Board Secretary has arranged prior thereto for its continuation consistent with his rights, if any, under law. If the Business Administrator/Board Secretary elects to participate in the insurance protection offered he shall contribute toward the cost of insurance as dictated by State law. If the Board elects to move out of the State Health Benefits Plan, coverage's provided (health care, dental and prescription plan) will be as provided for prior to moving to the State Health Benefits plan.

- F. Disability Income-Protection Insurance: The Board shall not provide any disability income protection insurance for the Business Administrator/Board Secretary. The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board.
- G. Membership Dues: The Board shall pay the Business Administrator/Board Secretary's membership dues to IASBO, NJASBO, OCASBO, AICPA and NJSCPA.
- H. Automobile Use Reimbursement: When automobile use is necessary in the course of District business, the Board shall reimburse the Business Administrator/Board Secretary for all tolls, parking fees and mileage expenses at maximum established by applicable State law as may be amended from time to time.
- I. Tuition Reimbursement: The Board shall reimburse the Business Administrator/Board Secretary for registration fees, tuition expenses, and textbooks for graduate school course work or doctoral program courses of study related to school administration up to \$6,000.00 per year. All courses to be taken must be provided by regionally accredited institution of higher education pursuant to provisions of New Jersey education regulations, in order to be eligible for reimbursement.
- J. Expense Reimbursement: If the Business Administrator/Board Secretary pays for legitimate expenses or purchases items needed to serve in his role, he shall be reimbursed following submission of the appropriate expense account form to the Chief School Administrator. The Business Administrator/Board Secretary shall be entitled to attend the IASBO conference, NSBA conference, NJASBO conference and NJSBA conference annually. Other conferences and/or workshops related to his responsibilities may be

considered with approval of the Board. All expense reimbursements shall comply with N.J.S.A. 18A:11-12 and applicable Board policies.

K. Cellular telephone: The Board shall not provide a cellular phone to the Business Administrator/Board Secretary. To provide accessibility it shall be the responsibility of the Business Administrator/Board Secretary to obtain and make use of a cellular phone for Board of Education purposes.

L. Deferred Compensation: The Business Administrator/ Board Secretary is authorized to establish and contribute to a deferred compensation/tax shelter program at no expense to the Board.

INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Business Administrator/Board Secretary from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Business Administrator/Board Secretary in his capacity of good faith actions as an agent or employee of the Board. If, in the good faith opinion of the Business Administrator/Board Secretary, a conflict exists in regard to the defense of any claim, demand or action brought against the Business Administrator/Board Secretary, and the position of the Board of Education in relation thereto, the Board shall select and provide conflict free counsel at no cost to the Business Administrator/Board Secretary.

TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated earlier by:

- a) Failure of the Business Administrator/Board Secretary to possess/obtain proper certification;

- b) Revocation or suspension of the Business Administrator's certificate;
- c) Mutual agreement of the parties;
- d) Termination by Business Administrator/Board Secretary, with or without cause, by giving sixty (60) calendar days advance written notice of termination;
- e) Fraudulent misrepresentation by the Business Administrator/Board Secretary of employment history, educational and professional credentials, and criminal background;
- f) Incapacity of the Business Administrator/Board Secretary to perform all the responsibilities of a full-time Business Administrator/Board Secretary;

COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be changed except by written agreement of the undersigned parties.

CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive Federal or State law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any other such statutes, regulations or rulings.

SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the Contract is illegal under Federal or State law, the remainder of this Employment Contract shall remain in force.

RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that the New Jersey Open Public Records Act and case law interpreting that Act govern disclosure of personnel records. All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent the written consent of the Business Administrator/Board Secretary, or by a lawful order of a court of competent jurisdiction.

PERSONNEL RECORDS

The Business Administrator/Board Secretary shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Business Administrator/Board Secretary shall have the right to indicate those documents or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain. Upon the agreement with the Chief School Administrator, such documents identified by him shall be destroyed. No material derogatory to the Business Administrator/Board Secretary's conduct, service, character or personality shall be placed in his file unless he has had an opportunity to review the material. The Chief School Administrator shall acknowledge that the Business Administrator/Board Secretary has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express

understanding that such signature in no way indicates agreement with the contents thereof. The Business Administrator/Board Secretary shall also have the right to submit a written response or rebuttal to such material.

CONTINGENCY

If, at any time during the term of this Employment Contract the Board for any reason abolishes or combines the position of Business Administrator/Board Secretary with any position for which the Business Administrator/Board Secretary does not hold the appropriate certificate, the Board shall pay the Business Administrator/Board Secretary a lump sum equal to three months' salary, benefits and emoluments that the Business Administrator/Board Secretary would have received under this Employment Contract if he continued to be employed in that capacity. The lump sum shall be paid to the Business Administrator/Board Secretary before the position is combined, changed or consolidated with another position. This provision shall not apply if the Board appoints the herein-named Business Administrator/Board Secretary to the position of Business Administrator/Board Secretary, or a derivation thereof under terms and conditions, which are at least equal to or greater than those, provided herein; and the herein-named Business Administrator/Board Secretary accepts such appointment.

WHEREAS, the Business Administrator/Board Secretary has approved of the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by a vote of a majority of the full membership of the Board of Education of the Township of Brick at its meeting of June 21, 2012, and has been made a part of the minutes of that meeting.

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

WITNESS:

James W. Edwards, Jr., CPA
Business Administrator/Board Secretary

Date: _____

BRICK TOWNSHIP BOARD OF
EDUCATION

WITNESS:

By: _____
Sharon Kight
President

Date: _____
