

## EMPLOYMENT CONTRACT 2014-2015

The Board of Education of the Borough of Neptune City School District in the County of Monmouth, hereinafter "Board" and William Folk, hereinafter "School Business Administrator/Board Secretary" (SBA)/Board Secretary hereby enter into this Employment Contract for the school year 2014-2015.

**THIS EMPLOYMENT CONTRACT replaces all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein. The parties acknowledge that this Contract must be approved by the Monmouth County Executive Superintendent in accordance with applicable law and regulation.**

1. **COMPENSATION**

- a. The Board hereby employs the School Business Administrator/Board Secretary for the period July 1, 2014 through June 30, 2015 at an annual salary of \$127,500.00. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule.

2. **SALARY DEDUCTIONS**

- a. The following compulsory deductions will be made from the employee's paycheck: Federal Income Tax; State Income Tax; FICA; State Unemployment and the New Jersey Public Employees Retirement System/Teacher's Pension and Annuity Fund.
- b. Optional deductions will be made from the employee's paycheck upon written authorization by the employee and approved by the Board.

3. **WORK DAY**

The workday for the School Business Administrator/Board Secretary shall be similar to other administrative personnel except that it is understood that the School Business Administrator/Board Secretary is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

4. **PERFORMANCE**

The School Business Administrator/Board Secretary agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies and directives.

5. **VACATION**

- a. The School Business Administrator / Board Secretary shall be entitled to: Twenty (20) vacation days per school year.
- b. Up to one year's vacation entitlement may be carried over into the next year for use in future years.
- c. In figuring vacations, Saturdays, Sundays, and legal holidays shall not be counted.
- d. In case of any year in which the School Business Administrator / Board Secretary retires, resigns or dies, vacation days earned shall be pro-rated for that year.
- e. Unused vacation days shall be converted to a cash payment at the time of retirement, severance, or death not to exceed the sum of the vacation days carried over plus the current year entitlement. Calculation of payment amount shall be based upon 1/260 of annual salary. In case of death said payment shall be made to the SBA/BS estate.

6. **HOLIDAYS**

- a. The School Business Administrator / Board Secretary shall be entitled to time off with pay on the following holidays:
  - Independence Day
  - Labor Day
  - Columbus Day
  - Thanksgiving Day
  - Christmas Day
  - New Year's Day
  - President's Day
  - Good Friday
  - Memorial Day
- b. In addition, the School Business Administrator / Board Secretary will be entitled to such other days off with pay as are established in the school calendar, as approved by the Board.

7. **PERSONAL LEAVE**

- a. The School Business Administrator / Board Secretary shall be entitled to four (4) personal days with pay. Unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day.
- b. The School Business Administrator / Board Secretary shall be entitled to (3) days off with pay for the death of a relative not residing in the household.
- c. The School Business Administrator / Board Secretary shall be entitled to (5) days off with pay for the death of an immediate family member (wife, children, and other members of the same home; grandchildren; father in law and mother in law).

8. **SICK LEAVE**

- a. The School Business Administrator / Board Secretary shall be entitled to twelve (12) sick days per year with pay.
- b. Unused sick days shall be accumulative without limit.
- c. Upon retirement or termination the Board shall provide compensation for unused accumulated sick leave days at 50% of per diem rate (per diem rate = 1/260 of annual salary). Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment is subject to a maximum of \$15,000. Accumulated unused sick leave compensation shall not be paid to the School Business Administrator / Board Secretary's estate or beneficiaries in the event of death prior to retirement.

9. **INSURANCE**

The School Business Administrator / Board Secretary shall be entitled to the following insurance benefits:

- a. Enrollment in the district's hospitalization and medical insurance program, prescription insurance program and dental insurance program for himself and his dependents.
- b. The premium for the above coverage shall be paid by the Board. In accordance with State law (P.L. 2011 c.78), the SBA/BS shall contribute to the cost of insurance in accordance with the formula detailed in Section 39 of the law.
- c. The Board shall provide the SBA/BS with a vision care program for him and his dependents. At the option of the Board, in lieu of a private plan, they may reimburse the SBA/BS for actual vision care expenses not to exceed \$600.00 per year.
- d. Continued Coverage: If the School Business Administrator / Board Secretary's employment shall terminate, after becoming eligible to retire under the terms of the State Pension System, the Board will provide coverage to the School Business Administrator / Board Secretary and his dependents in the Board's hospitalization, medical, prescription and dental plans, or plans providing substantially the same coverage. The SBA/BS will contribute to the premium for said coverage at the level for retirees then in effect per State law. The Board's obligation to pay the cost of medical insurance shall cease if the School Business Administrator / Board Secretary has twenty-five years of pensionable service in New Jersey.

10. **AUTOMOBILE EXPENSES**

- a. The Board agrees to reimburse the School Business Administrator / Board Secretary **.31 per mile** for the use of his personal automobile for school related travel. All expenses related to the vehicle shall be the responsibility of the School Business Administrator.

- b. In addition, all tolls and parking fees shall be reimbursed by the Board after supporting documentation is submitted.

11. **TERMINATION**

- a.
  - 1. The School Business Administrator / Board Secretary shall provide the district with not less than sixty (60) days notice of intent to resign and six (6) months notice of intent to retire. Notice shall be in writing to both the Board President and the Chief School Administrator.
  - 2. The Board may request the resignation of the School Business Administrator effective no less than sixty (60) days after the request is submitted in writing to the School Business Administrator / Board Secretary. In that event, or in the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the School Business Administrator / Board Secretary from the actual performance of his duties, upon the approval of the Commissioner of Education, the Board shall compensate the School Business Administrator / Board Secretary for either three (3) months salary or the remainder of the term of the Contract, whichever is less.
- b. This contract shall terminate, the School Business Administrator / Board Secretary's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
  - 1. Failure to possess / obtain proper certification;
  - 2. Revocation or suspension of the School Business Administrator / Board Secretary' certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
  - 3. Forfeiture under N.J.S.A. 2D:51-2;
  - 4. Mutual agreement of the parties;
  - 5. Misrepresentation of employment history, educational and professional credentials, and criminal background.
- c. In the event the School Business Administrator / Board Secretary 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 him 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.
- d. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

- e. The School Business Administrator / Board Secretary shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra*, and N.J.S.A. 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the School Business Administrator / Board Secretary of the performance of his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any termination must comply with the provisions of *P.L. 2007, c.53, The School District Accountability Act*

12. **PROFESSIONAL ASSOCIATIONS**

The Board agrees to pay all dues and fees on behalf of the School Business Administrator / Board Secretary to ASBO International, NJASBO and MCASBO.

13. **PROFESSIONAL DEVELOPMENT**

The School Business Administrator / Board Secretary shall be entitled to attend the "Annual Workshop" of the NJASBO, one other in-state conference of his choice, and one national conference of his choice. Registration, travel and lodging expenses shall be paid by the Board. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and the Board policies. Other expenses incurred shall be reimbursed in accordance with Board policy and NJ Department of Education regulations.

14. **CERTIFICATION**

The parties acknowledge that the School Business Administrator / Board Secretary possesses a certificate of eligibility. If at any time during the term of this contract the School Business Administrator / Board Secretary's certification is revoked, this contract shall be null and void as of the date of the revocation.

15. **MISCELLANEOUS**

The Board agrees to purchase a computer for the use of the School Business Administrator / Board Secretary. The computer may be maintained at his residence. Such computer will remain the property of the District and be returned to the District if the School Business Administrator / Board Secretary is no longer employed by the District.

16. **CONSOLIDATION CLAUSE**

In the event consolidation of the Neptune City School District should occur within the term of this contract, the School Business Administrator / Board Secretary shall be paid for the lesser of six months or the remaining term of this contract.

17. **COMPLETE AGREEMENT**

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

18. **SAVINGS CLAUSE**

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

19. **RELEASE OF PERSONNEL INFORMATION/PERSONNEL RECORDS**

The School 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 School Business Administrator / Board Secretary shall have the right to indicate those documents and / or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the School Business Administrator / Board Secretary's conduct, service, character, or personality shall be placed in his personnel file unless he has had an 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 School Business Administrator / Board Secretary shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE BOARD

FOR THE SCHOOL BUSINESS  
ADMINISTRATOR / BOARD  
SECRETARY

\_\_\_\_\_  
Name            Position

\_\_\_\_\_  
Name            Position

\_\_\_\_\_  
Name            Position

