

CONTRACT OF EMPLOYMENT 2020-2021

THIS CONTRACT OF EMPLOYMENT is made and entered into this 1st day of July 2020, by and between the NEPTUNE CITY BOARD OF EDUCATION, hereinafter "Board" and Yvonne Hellwig, hereinafter "Interim School Business Administrator/Board Secretary for the school year 2020-2021.

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 Ms. Yvonne Hellwig to the position of Interim School Business Administrator/Board Secretary, and she 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 June 18, 2020, 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 Yvonne Hellwig as the Interim School Business Administrator/Board Secretary of the Neptune City Board of Education for the period beginning July 1, 2020 and ending at midnight on June 30, 2021, or upon the Board's hiring of a full time School Business Administrator/Board Secretary, whichever occurs first.

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 her employment in the position of School Business Administrator/Board Secretary.

B. Duties:

The Interim Business Administrator shall devote her 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.

I COMPENSATION

The Board shall pay the Interim Business Administrator a salary of Five Hundred Dollars (\$500.00) per diem for work completed during the term of this Contract of Employment. The workday is defined as seven (7) hours per day with one (1) hour for lunch. Attendance at one (1) Board meeting per month is included in the per diem rate. Attendance at additional Board meetings and/or committee meetings shall be compensated at the additional rate of \$75.00 per hour.

The Interim Business Administrator's 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 and attendance at workshops and/or conventions on behalf of the District in the performance of her duties under this Contract of Employment in accordance with law and Board policy as noted herein. 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. Expense reimbursement shall not include travel to and from the Interim Business Administrator's residence to the District.

B. Memberships:

The Board shall pay for the Interim Business Administrator's dues for the Monmouth County Association of School Business Officials and the New Jersey Association of School Business Officials.

C. Earned Sick Leave:

The Board shall provide the Interim Business Administrator with earned sick leave in accordance with N.J.S.A. 34:11D-1 et. seq.

D. Benefits:

Unless otherwise provided in this Contract of Employment, the Interim Business Administrator shall not be entitled to any benefits or payments thereof, including but not limited to medical insurance, pension, or other benefits not specifically set forth in this Contract of Employment.

5. EXTENSION OF CONTRACT OF EMPLOYMENT

Any extension of this Contract of Employment shall be by mutual agreement of the parties, must receive the prior approval of the Executive County Superintendent, 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 thirty (30) 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. INDEMNIFICATION:

The Board shall defend, hold harmless and indemnify the Interim Business Administrator in accordance with the applicable State law.

8. 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.

9. 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.

10. MODIFICATION

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both parties hereto and upon the prior review and approval of the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract of Employment term but shall only constitute an amendment to the existing Contract of Employment.

11. REVOCATION

The parties hereto agree that in the event the Interim Business Administrator's certificate is permanently revoked, all provisions of this Contract of Employment shall be null and void as of the date of the revocation, and if the Interim Business Administrator is lawfully precluded from performing her duties by an Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Contract of Employment shall terminate and the Interim Business Administrator's employment shall cease.

12. 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. The parties hereto represent to each other that they fully understand the terms and conditions of this Contract of Employment, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

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 June 18th, 2020 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 1st day of July, 2020.

YVONNE HELLWIG

BOARD PRESSIDENT

BUSINESS ADMINISTRATOR