

## CONTRACT OF EMPLOYMENT 2022-2023

THIS CONTRACT OF EMPLOYMENT is made and entered into on June 6, 2022, by and between the NEPTUNE CITY BOARD OF EDUCATION, hereinafter "Board" and Ms. MINDY GREEN, hereinafter School Business Administrator/Board Secretary for the school year 2022-2023.

WHEREAS, the Board and the 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. Mindy Green to the position of 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 Special Board Meeting on June 6, 2022, and has authorized the President of the Board to execute this Contract of Employment.

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

### TERM

The Board hereby agrees to employ Mindy Green as the School Business Administrator/Board Secretary of the Neptune City Board of Education for the period beginning July 1, 2022 or upon release date of current employer and ending at midnight on June 30, 2023.

### CERTIFICATION AND RESPONSIBILITIES

#### A. Certification:

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

#### COMPENSATION

The Board hereby employs the School Business Administrator for the period July 1, 2022 (or upon release date from current employer) through June 30, 2023 at an annual salary of \$125,000. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule.

#### SALARY DEDUCTIONS

The following compulsory deductions will be made from the employee's paycheck: Federal Income Tax; State Income Tax; FICA; State Unemployment; New Jersey Public Employees Retirement System/ Teacher's Pension and Annuity Fund.

Optional deductions will be made from the employee's paycheck upon written authorization by the employee and approved by the Board.

#### WORK DAY

The workday for the School Business Administrator shall be similar to other administrative personnel except that it is understood that the School Business Administrator 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.

#### WORK YEAR

The work year of the School Business Administrator shall be from July 1 through June 30<sup>th</sup> and shall be made up of work days, vacation days, holidays, sick days, personal days and non-work days. Non-work days are non-compensated days when the School Business Administrator is not required to report to work unless directed by the Superintendent.

#### PERFORMANCE

The School Business Administrator 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.

#### VACATION

The School Business Administrator cannot take vacation the week prior to the start of the school year.

The School Business Administrator shall be entitled to twenty (20) vacation days per school year. In figuring vacations, Saturdays, Sundays, and legal holidays shall not be counted.

In case of any year in which the School Business Administrator retires, or dies, vacation days earned shall be pro-rated for that year.

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 School Business Administrator's estate.

#### HOLIDAYS

The School Business Administrator 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  
Presidents' Day  
Good Friday  
Memorial Day

In addition, the School Business Administrator will be entitled to such other days off with pay as are established in the school calendar, as approved by the Board.

#### PERSONAL LEAVE

The School Business Administrator shall be entitled to three (3) personal days with pay. A maximum of three (3) unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day.

The School Business Administrator shall be entitled to (5) days off with pay for the death of an immediate family member (spouse, children, and other immediate family member such as spouse, children, and other members of the same home; grandchildren; mother, father, father-in-law and mother-in-law. The School Business Administrator shall be entitled to (3) days off with pay for the death of a relative not residing in the household.

#### SICK LEAVE

The School Business Administrator shall be entitled to twelve (12) sick days per year with pay. Unused sick days shall be accumulative without limit.

Upon retirement the Board shall provide compensation for accumulated sick leave days per the following schedule:

#### YEARS OF SERVICE IN DISTRICT

After 10 years 30% of per diem rate then in effect

After 15 years 35% of per diem rate then in effect

After 20 years 45% of per diem rate then in effect

After 25 years 50% of per diem rate then in effect

Per diem is calculated at 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. Payment shall be made to the 403B plan of the School Business Administrator within thirty (30) days of retirement. Accumulated unused sick leave compensation shall not be paid to the School Business Administrator's estate or beneficiaries in the event of death prior to retirement.

#### INSURANCE

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

Enrollment in the district's hospitalization and medical insurance program, prescription insurance program and dental insurance program for her and her dependents.

The premium for the above coverage shall be paid by the Board. In accordance with State law (P.L. 2011 c.78), the School Business Administrator shall contribute to the cost of insurance in accordance with the formula detailed in Section 39 of the law.

#### HEALTH WAIVER

Upon providing proof of coverage under a health plan, the School Business Administrator may opt out of the health benefits and prescription program offered by the District. If health coverage is waived, the School Business Administrator is eligible for an 'Opt Out' payment not to exceed \$5,000 per year. Payments for Opt Out Waivers are in June. Opt Out Waivers do not roll over into the next school year. A Waiver Form must be submitted to the Payroll Department each year.

#### B. Duties:

The School Business Administrator shall devote her time, attention, and energy to the business of the school district. The School Business Administrator shall report directly to the CSA/Principal, 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 School Business Administrator by the CSA/Principal 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.

C. Memberships:

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

#### 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.

#### 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 (60) days written notice to the Board and to the School Business Administrator;
- C. In the event that the School 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.

#### INDEMNIFICATION:

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

6. 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.

7. 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.

8.. 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.

9. REVOCATION

The parties hereto agree that in the event the School 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 School 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 School Business Administrator's employment shall cease.

10. 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 School 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 6, 2022 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 1<sup>st</sup> day of July, 2022.

  
MINDY GREEN

  
BOARD PRESIDENT

  
YVONNE HELLWIG  
Interim SBA/Board Secretary