

FAIR HAVEN BOARD OF EDUCATION

Employment Agreement - Business Administrator/Board Secretary

The Board of Education of Fair Haven in the County of Monmouth, hereinafter known as the party of the first part or Board, agrees to employ David Joye, hereinafter known as party of the second part, as business administrator/board secretary for a period of one year commencing July 1, 2021 and extending to June 30, 2022.

Both parties agree to the following terms and conditions of employment:

SALARY

2021-2022 - \$158,416.00

Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Administrator have entered into a new employment contract. Any adjustment to Mr. Joye's salary will be considered an amendment to this contract and the district will follow all state law and code regarding making amendments to contracts as well as having such amendments receive the prior approval of the Executive County Superintendent.

Salary shall be paid in 24 equal installments in accordance with prevailing policy governing the payment of district professional staff.

CERTIFICATION

During this agreement, the business administrator/board secretary shall hold a valid certificate issued by the New Jersey Department of Education for the position of School Business Administrator/Board Secretary. In the event the business administrator/board secretary's certificate issued by the Department of Education is revoked, this contract is null and void as of the date of the certificate revocation.

DUTIES

The business administrator/board secretary agrees to faithfully perform the duties of business administrator/board secretary for said district as prescribed by the laws of the state of New Jersey, by the rules and regulations of the State Board of Education and by local policy as outlined in the District's job description for the position of School Business Administrator/Board Secretary.

OUTSIDE PROFESSIONAL ACTIVITIES

The business administrator/board secretary may undertake, with Board approval, outside consultative work, speaking engagements, writing or teaching, provided the same does not take place during the time the business administrator/board secretary must perform his/her duties nor conflict with the performance of those duties.

CONTROL

The Board hereby agrees and stipulates that the school district shall be operated by unit control.

EVALUATION

The business administrator shall be evaluated at least one time per year by the superintendent.

SICK DAY ENTITLEMENT

The business administrator/board secretary shall be entitled to sick days with pay according to the same schedule as all other 12 month employees, prorated for 12 months, as listed below. Unused sick leave days shall be subject to accumulation with no maximum limit.

<u>Years of Service In District</u>	<u>Days Allowed per School Year</u>
•	12
• 14	
OVER 10	15

Upon the commencement of employment, the business administrator/board secretary shall be given a bank of 30 sick days to be utilized in the event of illness. These banked sick days shall decrease in direct proportion to the amount of sick days accumulated in the district, and shall not be eligible for compensation upon retirement.

EXTENDED ILLNESS

When, in a protracted illness, the business administrator/board secretary shall have exhausted his accumulated days of sick leave, he may continue to receive full compensation or, at the discretion of the Board of Education, partial compensation. Partial compensation may consist of pay less substitute pay (or 50% whichever is greater) or some other amount as determined by the Board of Education at its discretion.

PERSONAL DAYS

The business administrator/board secretary shall be entitled to five (5) days leave of absence for the purpose of attending to personal or legal business, household or family matters, or observing religious holidays which require absence during school hours. Unused personal days shall not be converted to sick days or carried over to the following year.

TEMPORARY LEAVES OF ABSENCE

The business administrator/board secretary shall be entitled to the following noncumulative leaves of absence with full pay for each school year:

- Marriage and honeymoon: five (5) days
- Bereavement: four (4) days for immediate family; one (1) day for any other relative

VACATION DAYS

The business administrator/board secretary shall be entitled to fifteen (15) vacation days per year, exclusive of school and legal holidays. Vacation days shall be calculated and prorated on an annualized basis, and all vacation days shall be available to the business administrator/board secretary on July 1st. Vacation days shall be taken at the discretion of the superintendent.

ACCRUAL OF UNUSED VACATION DAYS

If business demands prohibit the business administrator/board secretary from using all of his allotted vacation days in a given year, he may carry over up to ten (10) unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

PROFESSIONAL IMPROVEMENT/ORGANIZATIONS

The business administrator/board secretary is encouraged to attend appropriate local, county, state and national professional meetings, conferences or seminars. Expenses for said involvement shall be paid by the Board. Participation in overnight activities shall be limited to one national and one state convention and subject to the *constraints of the travel regulations*.

The Board also agrees to pay the annual membership dues to the following professional organizations: Associations of School Business Officials (county, state and national affiliations).

EXPENSES

The Board agrees to reimburse the business administrator/board secretary for reasonable and necessary expenses incurred during the conduct of his duties. Any mileage reimbursement shall be paid according to "New Jersey Office of Management and Budget" rates per mile. The 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. Amount not to exceed \$1,500 annually.

CELL PHONE REIMBURSEMENT

The Board agrees to reimburse the business administrator for his cell phone data plan in the amount of up to \$600 per year, payable in two installments of up to \$300 each. Payments shall be made in December and June of each school year. The Business Administrator shall provide proof of payment in accordance with Board Policy.

TUITION REIMBURSEMENT

The Board shall reimburse the business administrator/board secretary for tuition costs (excluding registration, lab, matriculation, book and travel expenses) incurred in taking college or university course work, at an accredited school or institution, up to an amount not to exceed the prevailing per credit rate at Rutgers, the State University for a maximum of nine (9) credits for the business administrator/board secretary. Reimbursement shall only be made if the courses receive the prior approval of the Superintendent and the Board of Education, and provided such coursework culminates in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in NJAC 6A:9-2.1

OTHER BENEFITS

The business administrator/board secretary shall receive insurance, pension and social security benefits.

The Business Administrator shall contribute the amount established pursuant to law towards premiums of health benefits as per P.L. 2100 chapter 78 (Tier IV). Said deduction will be done in compliance with IRS section 125 rules and regulations.

DISABILITY INSURANCE

At the business administrator/board secretary's discretion, the district will pay for the premiums for a disability insurance policy of his choice. The cost of this policy will be deducted from the agreed upon salary.

RETIREMENT PLAN/TERMINAL LEAVE PROVISION

At the business administrator/board secretary's discretion, a tax sheltered individual retirement account will be provided. The business administrator/board secretary shall inform the Board of Education of the amount of money to be placed in the tax-sheltered account. The cost of this account will be deducted from the agreed upon salary of the business administrator/board secretary. Upon termination, all funds accumulated in the account shall become the property of the employee.

SEPARATION ENTITLEMENT

If the business administrator/board secretary retires from the school district with ten to fourteen years of service, he/she shall receive compensation for unused sick days based upon the following:

\$125.00 per day Maximum of \$10,000.00

If the business administrator/board secretary retires from the school district with fifteen years of service or more he/she shall receive compensation for unused sick days based upon the following

\$125.00 per day Maximum of \$15,000.00

If the business administrator/board secretary separates from the school district, he shall receive compensation for any accrued vacation days at the rate of 1/260th of his current salary for each day.

PAYMENT TO ESTATE

If the business administrator dies before and Employment Contract year is completed, payment for any accumulated unused vacation days due to the business administrator shall be made to the business administrator's estate in accordance with law.

CONFLICTING TERMS

If, in the event, present or future, Board policy is in conflict with the terms of this agreement, the terms of this agreement shall be controlling.

If, during the term of this agreement, it is found that a specific clause of the agreement is illegal, the remainder of the agreement not affected by such ruling(s) shall remain in force.

GUARANTEE

This agreement shall be guaranteed unless an appropriate governmental agency invalidates the business administrator/board secretary's certification.

NOTICE OF RENEWAL/TERMINATION

On or before May 15 and in accordance with 18A:27-10, the Board acknowledges its responsibility to provide a written offer of employment for the next succeeding year or a written notice that employment will not be offered. It is also agreed by both parties that this contract may at any time be terminated by either party giving to the other 60 days' notice in writing of intention to terminate the same, but that in the absence of any provision herein for a definite number of days' notice the contract shall run for the full term named above.

COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties thereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

MODIFICATION

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

SAVINGS CLAUSE

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

President _____

Employee _____

Attest _____ Acting Secretary