

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this ____ day of _____ 2016, by and between the **ROXBURY BOARD OF EDUCATION**, with offices located at 42 n. Hillside Avenue, Succasunna, New Jersey 07876 (hereinafter "the Board")

and

PATRICIA WILSON, whose position is to be the Business Administrator/Board Secretary (hereinafter "Business Administrator").

WITNESSETH

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 Patricia Wilson 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 regularly scheduled meeting on _____, 2016, and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Patricia Wilson as the School Business Administrator/Board Secretary of the Roxbury Board of Education for the period beginning October 17, 2016 through midnight on October 16, 2017.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. **Certification:**

The 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 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 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 Business Administrator shall devote her full time, attention, and energy to the business of the school district. The 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 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.

3. **COMPENSATION**

The Board shall pay the Business Administrator an annual salary of One Hundred Fifty-Five Thousand (\$155,000.00) Dollars for work completed during the term of this Contract of Employment. This salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees.

4. **BENEFITS**

A. Vacation Days:

During the term of this Employment Contract, the Business Administrator shall be granted 20 vacation days, all of which shall be available to the Business Administrator at the start of this Employment Contract. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Business Administrator's earned, used and accrued vacation days. If the Business Administrator does not complete the 2016-2017 school year, the number of vacation days shall be prorated at 1.67 vacation days per month for the completed months of service. If the Business Administrator utilizes days in excess of this rate, compensation for those days shall be deducted from the Business Administrator's last check.

If business demands prohibit the Business Administrator from using all of her allotted vacation days in a given year, she may carry over up to five (5) unused vacation days to be used during the next school year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

B. Holidays:

The Business Administrator shall be entitled to time off with pay for the following holidays, which shall not be charged against vacation time, provided they do not interfere with the School Calendar:

Independence Day	Scheduled Jewish Holidays
Labor Day	Day Before New Year's Day
Columbus Day*	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving Day	President's Day*
Day Before Christmas Day	Good Friday
Christmas Day	Memorial Day

*If included in the General School Calendar

C. Sick Leave:

During the term of this Employment Contract the Business Administrator shall be granted ten (10) sick days, all of which shall be available to the Business Administrator at the start of this Employment Contract. The unused portion of sick leave, at the end of the school year, shall be cumulative, in accordance with law.

D. Personal Leave:

During the term of this Employment Contract, the Business Administrator shall be granted two (2) days absence for personal matters which require absence during school hours to be used at her discretion. At the end of the Employment Contract, up to two (2) unused personal days shall be converted to sick leave, and shall accumulate in accordance with law.

E. Bereavement Leave:

The Business Administrator shall be provided the following leaves of absence: three (3) days for bereavement upon the death of a spouse, parent, child, grandchild, grandparent, brother, sister, parent-in-law or member of the immediate household and one (1) day for other family situations or bereavement. Unused Bereavement Leave at the end of each contract year shall not be cumulative.

F. Health Insurance:

The Board shall provide, as part of the Business Administrator's compensation, the following health insurance:

1. Medical Insurance: The Board shall provide the POS Managed Care Medical Insurance Plan and Prescription Plan to the Business Administrator and eligible

dependents. The POS Managed Care Medical Insurance Plan and Prescription Plan shall be the same as that provided to the other certificated staff.

2. Dental Insurance: The Board shall provide a dental plan to the Business Administrator and eligible dependents.
3. Waiver of Insurance: If the Business Administrator elects to opt out of the medical coverage, the Board shall pay the Business Administrator the following rates for the term of this Employment Contract:

Single	\$500
Parent/Child	\$575
Employee/Spouse	\$675
Family	\$750

The Business Administrator will contribute to her health benefits as required by New Jersey law (P.L. 2011, Ch. 78).

G. Expenses:

The Board shall reimburse the Business Administrator for all school business related sustenance and travel for which she uses her personal vehicle calculated at the prevailing rate established according to State law, N.J.S.A.18A: 11-12 and the OMB regulations (currently \$.31 per mile) in a total amount not to exceed Five Hundred Twenty Five (\$525.00) Dollars for the term of this Employment Contract. The Business Administrator shall follow Board Policy and the State Travel Regulations in supplying the requisite documentation when seeking reimbursement.

H. Cellular Telephone:

The Board shall provide the Business Administrator with a cellular telephone for business-related telephone call charges and de minimus personal use. This equipment shall remain the property of the Board and shall be returned to the Board upon the Business Administrator's separation from employment with the Board.

5. **RETIREMENT/SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Business Administrator's retirement, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, following her last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.00.

B. Accumulated Unused Vacation Days:

Upon the Business Administrator's separation from employment with the District or retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, following her last day of employment. Payment by the Board to the Business Administrator for her unused vacation days shall be made within 30 days of her separation from employment.

C. Payment to Estate:

If the Business Administrator dies before the employment contract year is completed, payment for unused accumulated vacation days as outlined in Paragraph B. above, shall be made to the Business Administrator's beneficiary. If no beneficiary is named, the payment shall be made to the Business Administrator's estate.

6. **EVALUATION**

The annual evaluation of the performance of the Business Administrator shall be completed in accordance with law. The Business Administrator's annual evaluation shall be in writing, shall include areas of commendations and recommendations, and shall provide direction as to any areas of performance in need of improvement. The annual evaluation is based upon the goals and objectives of the district, the responsibilities of the Business Administrator as set forth in the job description for the position of Business Administrator, and such other criteria as the State Board of Education shall by regulation prescribe. The Business Administrator shall receive a copy of any back-up forms utilized in the process.

In the event that the Superintendent determines that the performance of the Business Administrator is unsatisfactory, in any respect, the Superintendent shall describe in writing and in reasonable detail the specific instances and/or areas of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Superintendent deems performance to be unsatisfactory. The Business Administrator shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Business Administrator's personnel file upon request.

7. **MEMBERSHIP FEES**

The Board shall pay one hundred percent (100%) of the Business Administrator's membership fees and/or charges for professional organizations.

8. **RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT**

Any renewal/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.

9. **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 Business Administrator;
- C. In the event that the 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.

10. **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.

11. **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.

12. **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.

13. SAVINGS CLAUSE

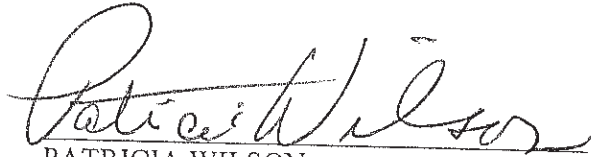
If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is contrary to federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force. The parties hereto represent to each other that they 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 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 _____, 2016 said action having been made a part of the official minutes of that meeting.

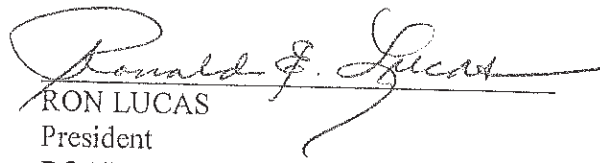
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.

Witness:



PATRICIA WILSON
School Business Administrator/ Board
Secretary

Witness:



RON LUCAS
President
BOARD OF EDUCATION