

**ROXBURY BOARD OF EDUCATION  
42 N. HILLSIDE AVENUE.  
SUCCASUNNA, NJ 07876**

SCHOOL BUSINESS ADMINISTRATOR EMPLOYMENT CONTRACT  
**July 1, 2009 to June 30, 2010**

This Employment Contract is made and entered into this 20<sup>th</sup> of July, 2009 by and between the Roxbury Board of Education, with offices located at 42 N. Hillside Avenue, Succasunna, NJ 07876 (hereinafter referred to as the "Board") and **Ruthann Quinn**, (hereinafter referred to as the "School Business Administrator").

Ruthann Quinn, School Business Administrator does hereby reserve the right to obtain the restoration of contract provisions that were modified, to the detriment of the SBA, as a direct result of the July 2008 Accountability Regulations and/or of related directives from the Office of the Executive County Superintendent of Schools, following any legal action that permits or requires same.

The Board and School business Administrator, for the consideration herein specified, agreed as follows:

**1. Term**

The Board, in consideration of the promises herein contained of the School Business Administrator, hereby employs and the School Business Administrator hereby accepts employment, as the School Business Administrator of Schools for the term commencing on **July 1, 2009** and expiring **Midnight on June 30, 2010**.

**2. School Business Administrator Responsibilities**

The School Business Administrator shall have the duties prescribed by the Superintendent of Schools of the Roxbury School District and all attendant powers as set forth in statute.

**3. Certification**

The School Business Administrator shall maintain a current certificate issued by the New Jersey Department of Education. In the event the certificate is revoked, this Employment Contract is null and void as of the date of the certificate revocation.

**4. Compensation**

During the term of the Employment Contract, including any extensions thereof, the School Business Administrator shall not be dismissed or reduced in compensation

except as provided by statute. 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 School Business Administrator have entered into a new employment contract.

A. Salary

For the period **July 1, 2009 to June 30, 2010**, the Board shall pay the School Business Administrator an annual salary of \$157,914.00. This annual salary shall be paid to the School Business Administrator in accordance with the schedule of salary payments in effect for other certified employees.

5. **Other Benefits**

A. Leaves

1. Vacation: Effective July 1<sup>st</sup> of each contract year, the School Business Administrator shall be granted twenty five (25) vacation days annually. After five years of service as Central Office Administrator, the School Business Administrator will be entitled to thirty (30) vacation days. All vacation days shall be available to the School Business Administrator on July 1 of each year. For **July 1, 2009 to June 30, 2010** the School Business Administrator shall be entitled to 30 vacation days. If the School Business Administrator does not complete a contract year, the number of days shall be prorated at 2.5 vacation days per month for the completed months of service. If the School Business Administrator utilized days in excess of this rate, compensation for those days shall be deducted from the School Business Administrator's last check. The School Business Administrator may carry over up to seven (7) unused vacation days from one year to the next. Unused vacation must be used in the subsequent year. The unused vacation accumulated prior to 6/8/07 may be retained.

Based on the terms established in the Employment Contract during the 2005-06 school year and in recognition of tenure rights, the School Business Administrator has forty-five (45) accumulated unused vacation days as of June 30, 2005, earned prior to the effective date of this Contract, and with a set value at the time of separation from employment at a per diem rate which has been defined and calculated at 1/240<sup>th</sup> of the School Business Administrator's salary for the 2004-05 school year. These days shall be in addition to any vacation days accumulated under this Contract.

When utilizing vacation days, the principle of *last day earned, first day used* shall apply. Therefore, the most recent earned days will be the first day used, and days will be debited as used starting from the most recent and work toward the prior earned days.

2. Holidays: The School Business Administrator shall be entitled to the following paid holidays per year, as follows:

Independence Day  
Labor Day

Day before New Year's Day  
New Year's Day

Columbus Day	Martin Luther King's Birthday
Thanksgiving	President's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	Teacher's Convention
Scheduled Jewish Holidays	One Floater Day

In the event that schools are in session on any of these holidays, the School Business Administrator will be given another day off.

3. Sick Leave: Effective July 1<sup>st</sup> of each contract year, the School Business Administrator shall be provided twelve (12) days sick leave annually. After ten (10) years of service with the Roxbury School District, the School Business Administrator shall receive sixteen (16) sick days per year. The unused portion of sick leave, at the end of each school year, shall be cumulative, provided that no more than fifteen (15) sick days may be accumulated in one year for use in subsequent years, in accordance with law.

4. Personal Leave: Effective July 1<sup>st</sup> of each contract year, the School Business Administrator shall be provided five (5) days of absence annually for personal matters which require absence during school hours, to be used at her discretion. Up to three (3) days of unused personal leave shall be converted to sick leave. Unused personal leave at the end of each contract year shall not be cumulative.

5. Bereavement Leave: Effective July 1<sup>st</sup> of each contract year, the School Business Administrator shall be provided the following leaves of absence: three (3) days for bereavement upon the death of a spouse, parent, child, 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.

#### B. Health Insurance

The Board shall provide, as part of the School 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 School Business Administrator and eligible dependents. The School Business Administrator shall contribute an amount equal to five percent (5%) of the cost of the annual premium for medical insurance on an annual basis.

2. Prescription Insurance: The Board shall provide a prescription plan to the School Business Administrator and eligible dependents.

3. Dental Insurance: The Board shall provide a dental plan to the School Business Administrator and eligible dependents.

4. Waiver: Effective June 30, 2008, if the School Business Administrator elects to opt out of the medical coverage the Board shall pay the School Business Administrator the following rates: Single - \$2000.00; Parent/Child- \$2300.00; Employee/Spouse- \$2700.00; Family \$3000.00.

C. Job-Related Expenses and Other Compensation

1. Sustenance and Travel: The Board shall reimburse the School 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 circular (currently \$.31 per mile) in a total amount not to exceed two thousand one hundred dollars (\$2,100.00) annually. The School Business Administrator shall follow Board Policy and the State Travel Regulations in supplying the requisite documentation when seeking reimbursement.

2. Cellular Telephone: The Board shall provide the School Business Administrator with a cellular telephone for business-related telephone call charges.

3. Professional Growth: The Board shall reimburse the School Business Administrator for registration fees, tuition expenses, textbooks and all other reasonable expenses for conferences, seminars and/or graduate course work at institutions of the School Business Administrator's choosing, accordingly to State Law, N.J.S.A. 18A:11-12 and the OMB circular, in an amount not to exceed two thousand five hundred dollars (\$2,500.00) annually. The School Business Administrator shall follow the Board policy and State Travel Regulations in supplying the necessary documentation when seeking reimbursement.

4. Disability Insurance: The Board shall reimburse the School Business Administrator up to \$2500.00 per year towards the annual premium of a disability policy. This reimbursement shall be made directly to the School Business Administrator upon the presentation of the invoice for the annual premium.

6. **Separation from Service**

The School Business Administrator shall also receive the following, as part of compensation, upon separation from employment with the Board:

A. Sick Days:

Upon the School Business Administrator's separation from employment due to retirement only, the Board will pay for all unused accumulated sick days at the rate of \$75 per day, not to exceed a total amount of fifteen thousand dollars (\$15,000.00). This payment is not available for

payment into an estate in the event of the death of the School Business Administrator during the time of this Contract.

**B. Vacation Days:**

Upon the School Business Administrator's separation from employment with the Board, the Board will pay all unused vacation days accumulated as of June 30, 2005 at the per diem rate of 1/240<sup>th</sup> of \$128,612 (\$535.88 per diem). The School Business Administrator has forty-five (45) unused accumulated vacation days as of June 30, 2005. The reimbursement for these days shall be in an amount not to exceed \$24,114.85 (45 x \$535.88) based upon the number of days remaining at the time of separation. All unused accumulated vacation days earned beginning July 1, 2005 shall be paid at the School Business Administrator's per diem rate (calculated at 1/260<sup>th</sup> of the current annual salary at the time of separation), not to exceed a maximum of thirty-seven (37) days, including days earned in the year of separation.

See Paragraph 5 A. 1. above regarding accrual of days. This provision shall be in accordance with prior contracts and in recognition of the School Business Administrator's tenure rights.

**C. Payment to Estate:**

If the School Business Administrator dies before an Employment Contract year is completed, payment for unused accumulated vacation days shall be made to the School Business Administrator's beneficiary. If no beneficiary is named, the payment shall be to the School Business Administrator's estate, based on the per diem rates calculated above.

**7. Evaluation**

The Board shall annually evaluate the performance of the School Business Administrator pursuant to statute. The School 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. Before final board action, a copy shall be provided to the School Business Administrator, and the School Business Administrator and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the Board, the responsibilities of the School Business Administrator as set forth in the job description for the position of School Business Administrator, and such other criteria as the State Board of Education shall by regulation prescribe. The School Business Administrator shall receive a copy of any back-up forms utilized in the process.

In the event that the Board determines that the performance of the School Business Administrator is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The School Business Administrator shall have

the right to respond in writing to the evaluation; this response shall become a permanent attachment to the School Business Administrator's personnel file upon request. Any modification to this contract must have the approval of the ECS.

## **8. Membership Fees**

The Board shall pay one hundred percent (100%) of the School Business Administrator's membership fees and/or charges to the Morris County Association of School Business Officials, New Jersey Association of School Business Officials, and the Association of School Business Official International. The Board will also pay dues for the School Business Administrator to other professional associations upon the School Business Administrator's request, not to exceed a limit of \$500.00 annually beyond the aforementioned.

## **9. Termination of Employment Contract This**

Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the School Business Administrator upon ninety (90) days written notice to the Board; or
- (c) actions consistent with the statutory authority of the Board of Education.

## **10. Complete Agreement**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. If there are any modifications to this Contract agreed upon by the parties, it is understood that the modifications must be submitted for approval by the Executive County Superintendent of Schools.

## **11. Conflicts**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies of any such permissive law, unless otherwise prohibited by law.

## **12. Savings Clause**

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

**WHEREAS**, the Board of Education has approved the terms and conditions of this Employment Contract; and

**WHEREAS**, the School Business Administrator has approved the terms and conditions of this Employment Contract; and

**WHEREAS**, this Employment Contract has been approved by the County Superintendent of Schools for Morris County and by a recorded roll call majority vote of the Board at its meeting of \_\_\_\_\_, 2008 and has been made a part of the Minutes of that meeting; and

**WHEREAS**, the relevant terms and conditions from any and all prior contracts of employment have been duly incorporated herein.

**IN WITNESS WHEREOF**, they set their hands and seals to this Employment Contract effective on the day and year first above-written; dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008, Board of Education of the Township of Roxbury in the County of Morris.

Attest:

By: \_\_\_\_\_  
Secretary (pro-term)

By: \_\_\_\_\_

Witness:  
\_\_\_\_\_

\_\_\_\_\_  
Ruthann Quinn  
School Business