

## **EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT made this day of June, 2010 by and between the Rutherford Board of Education, which has offices located at 176 Park Avenue in the Borough of Rutherford, County of Bergen and State of New Jersey (hereinafter referred to as the "Board"), and Robert R. Brown, Jr., (hereinafter referred to as "School Business Administrator").

### **WITNESSETH:**

WHEREAS, the Board is desirous of employing Robert R. Brown, Jr. as the board secretary/school business administrator for the Rutherford School District (hereinafter referred to as "District");

WHEREAS, the Board and Robert R. Brown, Jr. believe that a written employment contract is necessary to describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the District;

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM

The Board hereby employs and Robert R. Brown, Jr. hereby accepts employment as the board secretary/school business administrator for the period beginning July 1, 2010 and ending

June 30, 2011.

2. COMPENSATION

The Board shall pay the School Business Administrator a salary at the annual rate of one hundred forty-eight thousand seven hundred eight and 00/100 dollars (\$148,708) for the period July 1, 2010 - June 30, 2011, which shall be paid in equal semi-monthly installments in accordance with the schedule of payments in effect for other certificated employees.

3. PROFESSIONAL CERTIFICATION

The School Business Administrator shall at all times hold a valid New Jersey School Business Administrator's certificate to act as school business administrator in the State of New Jersey.

4. DUTIES

The School Business Administrator agrees to faithfully perform to the best of his ability the duties of board secretary/school business administrator assigned by the Board, set forth in the job description as may be revised by the Board, prescribed by Federal and State law, the regulations of the State Board of Education and other state agencies, and the by-laws, policies and regulations of the District.

It is understood that the School Business Administrator is employed for specific tasks and is expected to work beyond the regular workday to accomplish such tasks when necessary. In

addition, the School Business Administrator shall attend evening meetings when requested by the Superintendent of Schools, the Board or any of its members. There shall be no additional remuneration for performance beyond the regular workday.

5. EVALUATION

The Superintendent of Schools shall evaluate the School Business Administrator in accordance with the State Board of Education regulations, board policy and the job description for the position of board secretary/school business administrator.

6. LEAVE OF ABSENCES

(A) Vacations

The School Business Administrator shall be entitled to fifteen (15) days of paid vacation annually. Vacation days are exclusive of weekends and school holidays, as defined in section B of this Article.

All vacation days shall be scheduled by the School Business Administrator to minimize disruption of district operations and shall require prior approval of the Superintendent of Schools. All vacation days shall be used no later than one (1) year after the vacations days are accrued. Subject to the recommendation of the Superintendent of Schools and the Board's prior approval, a

maximum of five (5) vacation days may be accumulated from one year to the next year. No vacation days shall otherwise be accumulated.

In the event that the School Business Administrator retires or resigns during the term of this Agreement, vacation days shall be prorated for the year. Unused vacation up to a maximum of twenty (20) days shall be paid at the per diem salary for the year in which the School Business Administrator retires or resigns.

(B) HOLIDAYS

The School Business Administrator shall be entitled to the following holidays, provided that schools are closed on the days in question:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veterans Day
5. Election Day
6. Thanksgiving
7. Friday after Thanksgiving
8. Christmas Eve
9. Christmas
10. New Year's Day
11. Martin Luther King's Birthday
12. President's Day
13. Good Friday
14. Memorial Day

If schools are open on any of the holidays, the School Business Administrator shall not be entitled to a floating holiday.

(C) SICK DAYS

The School Business Administrator shall receive twelve (12) sick days with pay annually. Sick days shall be accumulative in accordance with N.J.S.A. 18A:30-3.

If the School Business Administrator retires according to the provisions of the Teacher's Pension and Annuity Fund or Public Employees' Retirement System, the Board shall pay the School Business Administrator for his accumulated sick days in accordance with the following schedule:

1-200 days	\$50.00 per day
201-300 days	\$55.00 per day

The maximum amount payable shall be fifteen thousand five hundred and 00/100 dollars (\$15,500.00).

(D) PERSONAL DAYS/BEREAVEMENT DAYS

Personal

The school business administrator shall receive four personal days.

Circumstances which may be approved are listed below and on the Application for Personal Day. The superintendent reserves the right to verify reasons offered for personal day requests.

- Legal business which cannot be conducted outside of school hours
- Funeral (other than immediate family)
- Graduation in the immediate family
- Illness of someone in the immediate family or immediate household
- Observance of a religious holiday
- Home emergency
- Personal Day (1) (no reason necessary)
- Other (explanation necessary)

#### Bereavement

1. All employees are entitled to up to four (4) bereavement days, following a death in their immediate family.
2. "Immediate family" is defined as the employee's husband, wife, legal domestic partner, children, parents, grandchildren, grandparents, brothers, sisters, brothers-in-law and sisters-in-law of either the employee or his/her spouse/legal domestic partner, and any other person who resides in the employee's household.

3. A fifth (5<sup>th</sup>) bereavement day may be requested for any of the following circumstances:

- Funeral travel exceeding 200 miles round trip
- Delay of funeral due to extenuating circumstances
- Established religious customs

7. MEDICAL INSURANCE

The Board shall provide the School Business Administrator with the same level of medical insurance coverage that other certificated employees in the District receive at the same rate of contribution, if any. The contribution rate for 2010-2011 shall be 1.5% of the gross salary or \$2,230.

8. TRANSPORTATION

The Business Administrator shall be reimbursed for his travel outside the county to attend meetings and conferences in connection with the performance of his duties at the applicable current state mileage rate.

9. PROFESSIONAL DEVELOPMENT

The Board shall pay the annual dues for the School Business Administrator's membership in the national, state and

county school business officials associations. The School Business Administrator shall also be entitled to attend one state, regional or national conference and the New Jersey School Boards Association fall conference. Reasonable expenditures for registration, travel, accommodations and food shall be paid by the Board, provided vouchers, together with receipts, are submitted to the Board for approval in accordance with board policy, in accordance with the provisions of Circular nos. 08-13-OMB and 6-14-OMB and subject to the limits of budgeted funds.

10. INDEMNIFICATION

The Board shall indemnify and hold the School Business Administrator harmless in accordance with the provisions of N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1 for any act or omission arising out of and in the course of the performance of his duties, unless otherwise prohibited by law.

11. TERMINATION OF THE SCHOOL BUSINESS ADMINISTRATOR

A. Death of the School Business Administrator

B. In the event the School Business Administrator's certification is permanently revoked, all provisions of this Agreement shall automatically terminate. If the School Business Administrator is lawfully precluded from

performing his duties by any judgment, order or direction of any court of competent jurisdiction or the State Board of Education, the State Board of Examiners or the Commissioner of Education, all provisions of this Agreement shall terminate and the School Business Administrator's employment shall cease.

C. Mutual agreement by the parties

D. Except as otherwise prohibited by law, either party may terminate this Employment Agreement by providing sixty (60) days notice to the other party.

12. APPLICABLE LAW

This Agreement shall be subject to the laws of the State of New Jersey.

13. MODIFICATION

This Agreement may not be altered, amended, modified or revoked except by an instrument executed in writing by the parties.

14. BINDING

This Agreement is made for the benefit of both parties hereto and all who succeed to their rights and responsibilities.

15. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of

the Board's policies or any permissive federal or state law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

16. REPRESENTATIONS

The parties represent to each other that they fully understand the terms and conditions of this Agreement and agree to be bound by all of its terms. The School Business Administrator acknowledges that he has been afforded the opportunity to obtain the advice of an attorney of his own choice prior to executing this Agreement.

IN WITNESS WHEREOF, the Board has caused this Agreement to be approved on its behalf by a duly authorized officer and the School Business Administrator has approved this Agreement.

WITNESS:

RUTHERFORD BOARD OF EDUCATION

\_\_\_\_\_

By \_\_\_\_\_

Thom Casadonte  
President

Dated:

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_

ROBERT R. BROWN, JR.

Dated: