

**EMPLOYMENT CONTRACT BETWEEN
DELTRAN TOWNSHIP BOARD OF EDUCATION
AND
DEREK MEAD FOR THE POSITION
OF SCHOOL BUSINESS ADMINISTRATOR/SCHOOL
BOARD SECRETARY**

This Employment Contract, made and entered into this 23rd day of April, 2018, by and between the Delran Township Board of Education, herein referred to as DISTRICT, and DEREK MEAD, hereinafter referred to as BOARD SECRETARY.

WHEREAS, DISTRICT desires to provide BOARD SECRETARY with a written employment contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational and business programs; and,

WHEREAS, DISTRICT and BOARD SECRETARY mutually believe that a written employment contract is necessary to specifically delineate the relationship and to serve as a guideline for the basis of effective communication between the parties as the parties fulfill their respective governance, policy, and administrative functions in the operation of the education program of the schools; and,

WHEREAS, DISTRICT and BOARD SECRETARY mutually intend that this contract and employment be and is to be interpreted in accordance with any and all mandatory provisions of New Jersey Statutes and/or Administrative Rules and Regulations

NOW, THEREFORE, DISTRICT and BOARD SECRETARY, for the consideration herein specified, agree as follows:

1. TERM.

The DISTRICT, in consideration of the mutual promises, herein contained, by and between it and the BOARD SECRETARY, hereby agrees to employ, and the BOARD SECRETARY hereby agrees to accept employment as SCHOOL BUSINESS ADMINISTRATOR/SCHOOL BOARD SECRETARY of the Delran School District. The term of such employment commence on the **1st day of July, 2018, and terminate on 30th day of June, 2019**, unless the parties shall otherwise modify the term here of in accordance with the provisions of this agreement.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF BOARD SECRETARY.

A. CERTIFICATION. BOARD SECRETARY shall hold all valid certificates and credentials issued by the State of New Jersey that are required for the holding of and performance of these positions.

B. DUTIES. BOARD SECRETARY shall have charge of the business administration and Board Secretary functions of the Delran School District under the direction of the Board and of the Superintendent of Schools as such may be provided for by applicable New Jersey Statutes and Administrative Rules and Regulations. He shall be the chief business and financial officer of the Board of Education (hereinafter Board); shall direct and assign Board office staff and other employees of the

schools under his supervision; shall organize, reorganize and arrange the business affairs as best serves the DISTRICT, subject to the approval of the Board; shall select all personnel subject to the approval of the Board. The selection, placement, transfer, renewal and dismissal of business personnel shall occur upon the recommendation of the BOARD SECRETARY, subject to Board approval, and the non-renewal of business personnel shall occur upon the BOARD SECRETARY's notification to the employee and the Board. Appeal procedures to the Board shall be as provided for by law. Also the BOARD SECRETARY shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district business procedures and operations, and in general perform all duties incident to the office of the BOARD SECRETARY and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions concerning the business functions of the District called to its attention to the BOARD SECRETARY for study and recommendation. The BOARD SECRETARY, or with prior approval from the Board President, his designee shall be expected to attend all Board meetings; in accordance with Board policy, serve as an ex-officio member of School Board committees; and, provide appropriate recommendations on each item of discussion or action before the Board that concerning the Business Operations of the School District considered by each of these groups. Furthermore, the District and the BOARD SECRETARY agree that this position requires a significant amount of nighttime and potential weekend activity and presence by the BOARD SECRETARY as the chief business representative of the Board and District.

C. OUTSIDE ACTIVITIES. BOARD SECRETARY shall devote his full-time, attention and energy to the business of the school district. BOARD SECRETARY may with the prior approval of the Board of Education, engaged in an outside activity. The Board is aware of and consents to the BOARD SECRETARY'S current level of limited part-time involvement and functioning as **Treasurer of Compass Academy Charter School and Hope Community Charter School**. In such cases, honoraria paid the BOARD SECRETARY in connection with these activities shall be transferred to the DISTRICT, unless the BOARD SECRETARY engages in these activities on his vacation or personal time, in which circumstance he shall retain any honoraria paid. In no case will the DISTRICT be responsible for any expenses attendant with the performance of such outside activities.

3. PROFESSIONAL GROWTH OF BOARD SECRETARY.

A. DISTRICT encourages the continuing professional growth of BOARD SECRETARY through the participation of BOARD SECRETARY in appropriate professional associations. To promote these desired ends, DISTRICT agrees to pay the membership dues of the BOARD SECRETARY in the following professional associations: NJASBO, ASBO International, and Burlington County ASBO.

B. The District will give reasonable consideration on an annual basis to requests on an annual basis to attend the New Jersey School Boards Association Annual Convention and at least one state and one national conference at the district's expense. In addition, the District Superintendent of schools may approve the BOARD SECRETARY to attend meetings and workshops as related to the position and as necessary

C. The Board will pay any fees for the Mentoring Program and any additional classes needed as required by the New Jersey Department of Education in attaining proper certification as SCHOOL BUSINESS ADMINISTOR.

4. COMPENSATION.

DISTRICT shall pay BOARD SECRETARY at an **annual salary of one hundred twenty thousand dollars (\$120,000) for the time period of July 1, 2018 through June 30, 2019.** With regard to any such calculation necessary as part of this contract, a per diem amount shall be calculated as 1/260th.

5. VACATION AND OTHER BENEFITS.

A. The BOARD SECRETARY shall receive twenty (20) days vacation per full school year of employment. In the 2018-2019 and successive school years, the BOARD SECRETARY shall receive Twenty (20) days vacation per year, which shall immediately be available upon July 1st of each year of this contract and which days shall be available for use in the school year in which they are received. All days carried over must be used in the next year or those days not used will be forfeited, in accordance with the provisions of P.L. 2007, c. 53, the School District Accountability Act, however, to the extent otherwise permitted under applicable New Jersey Statutes and Administrative Code provisions, the BOARD SECRETARY, when required to do so by district business demands, with notification by April 30th of school year, and approval by the Board of Education, may carry-over up to a maximum of ten (10) unused vacation days to the following school year. **In the event that the School Business Administrator retires or resigns during the performance of this Employment Contract, vacation days shall be earned on a pro-rated basis. In the event of the untimely death of the School Business Administrator prior to the termination of this Employment Contract, such benefits shall be payable to the School Business Administrator's estate.**

B. BOARD SECRETARY shall be entitled to all health insurance and health fringe benefits, including full family medical and prescription coverage, and dental insurance, if applicable, employee only vision care reimbursement in the amount of \$250, as well as, such medical fringe benefits that may be generally applicable to all other district full-time certificated, administrative, professional employees which are incident to their employment relationship with the DISTRICT but which are not specifically addressed in this contract. The BOARD SECRETARY will contribute to the cost of the health insurance premium in accordance with P.L. 2011 c.78.

C. SICK LEAVE BENEFITS.

1. BOARD SECRETARY shall earn and accumulate sick leave benefits as afforded other twelve (12) month administrative employees. BOARD SECRETARY shall utilize the in district earned/accumulated days first, before the carry in days, for actual sick time claimed while in the district's employ.
2. At retirement, the BOARD SECRETARY shall be compensated upon retirement for unused, in district earned annual, and accrued, accumulated sick days, at a rate of seventy (\$70.00) per day for the first one hundred (100) days and at a rate of ninety-five (\$95.00) per day for days over 100, to a maximum of \$10,000, unless further restricted by express provision of applicable Law, which shall prevail.
3. The BOARD SECRETARY shall be permitted to carry in up to fifty (50) accumulated sick days from his prior employment in the public school systems of New Jersey. The final sum shall be verified by letter from the BOARD SECRETARY's public school employment immediately prior to that covered by this contract. Such carried in sick days shall be utilized for bona fide, verified sick leave only and shall not be subject to any reimbursement, buy out or cash payment in lieu of the use thereof for bona fide, verified sick leave, of any kind whatsoever. Such days shall be available for use for sick leave purposes after all in-district annual and accumulated sick leave days have been exhausted.

4. The Board shall make available the sum of up to \$800 per semester to be paid to the Board Secretary as reimbursement for the cost of tuition, fees, and books, for graduate courses taken at an accredited college or university and approved by the Superintendent of Schools within ten (10) days of registration. **Courses taken must be for graduate courses leading to a graduate degree consistent with NJAC 6A:23A-3.1(e) 15.**

Acceptable proof of achievement of a passing grade upon completion of said course, and receipts of tuition, fees, and books must be presented for reimbursement.

Timing of payment for approved reimbursement shall be the same as for that of other district administrative personnel.

5. Additionally, the Board Secretary, with prior approval of the Superintendent of Schools, shall be allowed to attend seminars, workshops, and meetings that are relevant to the Board Secretary's district functions. All expenses associated with seminars, workshops, and meetings will be in accordance with the OMB circular governing travel expenses.

D. The BOARD SECRETARY may be granted three (3) personal days per year without reduction in pay. Such days are to be for personal business. Such days will not be granted on a day prior to or immediately following a holiday or recess, nor during the first or last week of school, except in the event of a bona fide emergency, religious observance or other cause as determined by the Board of Education. **Unused personal leave shall convert and accumulate to sick leave and be governed by Section 5C on page 3.**

E. At the option of BOARD SECRETARY, the BOARD SECRETARY may refuse coverage provided by the DISTRICT for (1) AETNA and AmeriHealth insurance, (2) dental insurance plan and (3) prescription insurance plans. If the BOARD SECRETARY does so refuse the above described health benefits, the DISTRICT and the BOARD SECRETARY, to the extent permitted by applicable New Jersey Statute and/or Administrative Code, may agree upon a sum for the buy-back of said insurance coverage, which is to be paid to BOARD SECRETARY in lieu of such insurance coverage. Payment is not to exceed 25% of the cost of the premium, or a maximum of \$5,000.00, if the BOARD SECRETARY waives the coverage.

F. The Board agrees to reimburse the BOARD SECRETARY for the personal use of his vehicle at the current reimbursement rate as determined by current state travel regulations.

G. Holidays. The BOARD SECRETARY shall be entitled to the holidays designated in the school calendar for the administrative staff as well as July 4th and Labor Day. This shall include the periods, if any that the schools are otherwise closed for students and staff for winter and spring breaks

6. **PROFESSIONAL LIABILITY.**

A. DISTRICT agrees that it shall defend, hold harmless and indemnify BOARD SECRETARY from any and all demands, claims, suits, actions and civil legal proceedings brought against BOARD SECRETARY in his individual capacity, or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while BOARD SECRETARY was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under State law. Except that, in no case, will individual board members be considered personally liable for indemnifying BOARD SECRETARY against such demand, claims, suits, actions and legal proceedings.

B. If in the good faith opinion of counsel for DISTRICT, conflict exists as regards the defense of such claim between the legal position of BOARD SECRETARY and the legal position of DISTRICT, the BOARD SECRETARY may engage counsel in which event DISTRICT shall indemnify the BOARD SECRETARY for the costs of legal defense as permitted by State law. If there is a dispute concerning whether a conflict exists, the parties agree that another attorney mutually agreed upon shall render an opinion.

C. DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event that the DISTRICT and BOARD SECRETARY have adverse interests with respect to employment issue concerning the BOARD SECRETARY in such litigation or in the event that the BOARD SECRETARY brings an action against the district in connection with his employment. This provision is not intended to reduce or expand any mandatory statutory obligation that the District has to pay the cost of attorney's fees for any action for which the district is responsible by statute to indemnify the BOARD SECRETARY.

7. GOALS AND OBJECTIVES.

For each school year, on or before June 1st, and in the first year of this contract, within sixty (60) days of commencing employment, the District Superintendent of Schools and the BOARD SECRETARY shall meet to discuss and to establish DISTRICT goals and objectives in accordance with existing DISTRICT policy. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the BOARD SECRETARY is evaluated as hereafter provided.

8. EVALUATION.

The District Superintendent of Schools shall evaluate and assess in writing the performance of the BOARD SECRETARY in accordance with existing DISTRICT policy, and the New Jersey Administrative Code. This evaluation and assessment shall be reasonably related to the position description of BOARD SECRETARY and the mutually agreed to goals and objectives, as defined in Paragraph 7 above.

9. RENEWAL OF EMPLOYMENT CONTRACT.

A. DISTRICT and BOARD SECRETARY shall comply with all applicable provisions of New Jersey Statutes and/or Administrative Code with respect to any renewal or extension of this contract. Therefore, as a minimum, any extension or modification of this agreement, including but not limited to salary increases, shall comply with the notice provisions of P.L.2007, c. 53, the School District Accountability Act.

10. TERMINATION OF EMPLOYMENT CONTRACT.

A. This employment contract shall be terminated by:

1. Mutual agreement of the parties.
2. Retirement of BOARD SECRETARY
3. Disability of BOARD SECRETARY as determined in accordance with applicable law.

B. This Employment Agreement may also be terminated by the Board in accordance with applicable New Jersey law.

C. Subject to any then prevailing and applicable New Jersey Statute, Administrative Code, and/or Court Decision, this Employment Contract may also be unilaterally terminated by the District in accordance with following notice and payment provisions. The Board may, at its sole option, and with a minimum of 60 days notice to BOARD SECRETARY, unilaterally terminate this contract by relieving the BOARD SECRETARY of his duties and for such portion(s) of the remaining contract term as the BOARD SECRETARY is so relieved of his duties, paying to the BOARD SECRETARY as severance pay, all remaining base salary and the cost to the district of all remaining health benefits, including medical, prescription, dental insurance premiums and vision reimbursements under this contract for which the district would otherwise have been obligated to pay for the remaining then current term of this contract. The BOARD SECRETARY shall retain the title only to the position of BOARD SECRETARY during such period of time that he is relieved of his duties, but shall not exercise any of the rights, duties, authority or functions of that position, nor be present in the district as BOARD SECRETARY. The District may appoint another individual(s) to fill the position, possess the rights, and perform all duties, responsibilities, and functions of the BOARD SECRETARY, or any portion(s) of that position in an acting capacity for the remainder of all or any portions of the remainder of that contract term. Any payments provided hereunder shall comply with the notice provisions of P.L.2007, c. 53, the *School District Accountability Act*.

11. RELEASE OF PERSONNEL INFORMATION.

The Board and BOARD SECRETARY acknowledge and agree that disclosure of personnel records is governed by applicable law of the State of New Jersey including but not limited to the Right to Know Law as codified at NJSA 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974) and case law interpreting them. Pursuant to such law, the parties agree that the following personnel information in connection with the BOARD SECRETARY's employment with the district is deemed to be public: (1) his name; (2) title; (3) salary; (4) payroll record; and, (5) length of service. All other personnel record information, except as otherwise provided or allowed by law, is deemed confidential and shall not be released to the public absent a written release by the BOARD SECRETARY; by a lawful order of a court or governmental agency of competent jurisdiction; or pursuant to a rule or regulation of a court or governmental agency of competent jurisdiction.

12. PERSONNEL RECORDS.

A. The BOARD SECRETARY shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review.

B. No material derogatory to the BOARD SECRETARY's conduct, service, character or personality shall be placed in his personnel file unless he as had an opportunity to review the material. The BOARD SECRETARY shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof. The BOARD SECRETARY shall also have the right to submit a written answer to such material.

13. SAVINGS CLAUSE.

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

14. CONFLICTS.

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of federal or State law, code, rule or regulation, the terms of this federal or State law, code, rule or regulation shall take precedence over the contrary provisions of this Employment Contract.

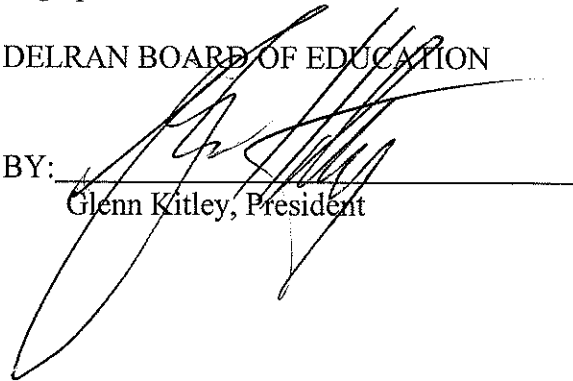
WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and,

WHEREAS, the BOARD SECRETARY has approved of the terms and conditions of this Employment Contract; and,

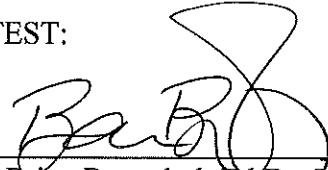
WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Delran Township School District at its meeting of April 23, 2018, and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in his behalf by a duly authorized officer and BOARD SECRETARY has approved this Employment Contract effective on the day and year specified in Paragraph 1, above.

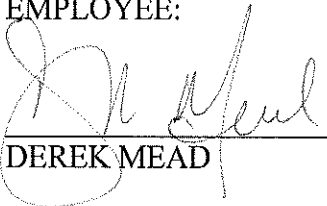
DELRAN BOARD OF EDUCATION

BY: 
Glenn Kitley, President

ATTEST:

BY: 
Brian Brotschul, Ed.D., SUPERINTENDENT

EMPLOYEE:


DEREK MEAD