

SCHOOL BUSINESS ADMINISTRATOR EMPLOYMENT CONTRACT
 BETWEEN
 Patricia A. Martucci
 AND
 THE GOVERNING BOARD OF THE FRANKLIN TOWNSHIP SCHOOL DISTRICT

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July, 2017, by and between the FRANKLIN TOWNSHIP BOARD OF EDUCATION, hereinafter the "Board" or the "District" and Patricia Martucci, hereinafter, "Business Administrator/Board Secretary".

WHEREAS, the Franklin Township School District desires to provide the Business Administrator/Board Secretary with a written employment contract in order to enhance administrative stability and continuity within the school which the District believes generally improves the quality of its overall educational program; and

WHEREAS, Board and the Business Administrator/Board Secretary believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance functions.

NOW, THEREFORE, the Board and Business Administrator/Board Secretary, for the consideration herein specified, set forth the following mutual covenants as follows:

ARTICLE I – TERMS

The Board, in consideration of the promises herein contained of Franklin Township District, hereby employs, and Employee hereby accepts employment as full time Business Administrator/Board Secretary for the Board and shared services with the Hampton Board of Education, for a term commencing on July 1, 2017, and ending at midnight on June 30, 2018.

ARTICLE II - PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

- A. At all times while serving pursuant to this Employment Contract, the Employee shall hold a valid and appropriate certificate to act in this District in accordance with the pertinent job description and the Rules and Regulations of the New Jersey Department of Education.
- B. The Employee shall devote the necessary attention to the business of the District, the Employee shall have the responsibilities and job functions as set forth on the pertinent job description, which is attached hereto, and such other responsibilities designated by the Superintendent of Schools.

Additionally, in consideration of the employment, salary and fringe benefits established hereby, the Employee hereby agrees to the following:

- 1. To faithfully perform the duties of Business Administrator/Board Secretary for the Board and to 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. The specific job description adopted by the Board, applicable to the position of Business Administrator/Board Secretary, is incorporated by reference into this Employment Contract.

2. To devote the necessary time, skills, labor and attention to this employment during the term of this Employment Contract. The Business Administrator/Board Secretary shall notify the Superintendent in the event she is going to be away from the District on District business for two (2) or more days in any week. Any time away from the District that is not for District business must be arranged in accordance with provisions for all other District employee's governing time off, with Superintendent approval.
3. To perform all duties incident to the Office of Business Administrator/ Board Secretary and such other duties as may be prescribed by the Superintendent from time to time.

ARTICLE III - WORK YEAR/DAY

- A. The Business Administrator/Board Secretary work year shall be similar to other administrative personnel with the workday beginning at 8:00 A.M. and ending at 4:00 P.M. unless otherwise jointly arranged with the superintendent.
- B. The work-day shall be a minimum of eight hours per day.
- C. The School Business Administrator shall be entitled to time off with pay consistent with the board approved school calendar, and legal holidays.
- D. The Business Administrator/Board Secretary will establish set office hours for availability at Hampton for certain designated times, or 20% of the possible days, according to the school calendar and federal holidays".

ARTICLE IV – VACATION

- A. Twenty (20) days are provided yearly for vacation purposes, exclusive of school and legal holidays, prorated in year one from start date. In the event of separation from the district not at June 30, vacation days shall be pro-rated at 1.67 days per month.
- B. In cases when one cannot utilize vacation due to the needs of the District, up to ten (10) days may be carried into the next school year with approval of the Superintendent, which must be used in the next year, per 18A:30-9.
- C. Vacations shall be scheduled so as to minimize disruption to the operations of the School District, with prior approval of the Superintendent. Vacation time shall not be taken in the two weeks immediately preceding the opening of school for the year, in the two weeks prior to submission of the budget, or in the last two weeks of the existing year.

ARTICLE V- SICK LEAVE

- A. The Business Administrator/Board Secretary is entitled to twelve (12) sick leave days, per 12 months during the term of this Employment Contract. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.
- B. The Board reserves the right to require a certificate from a doctor in any case where Employee is absent for three (3) or more consecutive days.

ARTICLE VI - TEMPORARY LEAVES OF ABSENCE

- A. Three (3) days leave of absences for personal business shall be granted over the period of this Employment Contract (hereinafter "personal leave"). Personal leave excludes vacations, household and other routine matters which could otherwise be equally

satisfactorily performed when school is not in session. Request for a personal leave will be made at least five (5) days in advance. Any unused personal days may be converted to sick leave at the end of each school year.

- B. The Board recognizes the value of school visitations and attendance at meetings or conferences of an educational nature as well as conferences of State and National professional organizations. Adequate time for the above noted leaves shall be granted upon the approval of the Board and Superintendent. Application shall be made at least five (5) days in advance.
- C. Up to five (5) days at any one time may be granted in the event of death in the immediate family. Immediate family is to include spouse, mother, father, children, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and persons living in the family household.

One (1) day leave for each occurrence shall be allowed in the event of the death of an aunt, uncle, cousin, nephew or niece.

A total of one (1) day per year may be taken in the event of the death of a close friend.

Other leaves of absence without pay may be granted by the Board and extension or renewals of leaves shall be granted if approved by the Superintendent.

- D. Separation from service:
 - 1. Sick days: Upon the Business Administrator/Board Secretary's retirement, the Board will pay all accumulated sick days, earned at Franklin Township, at the rate of three (3) days for one (1) day's pay of the Business Administrator/Board Secretary's last year's salary not to exceed \$15,000. This compensation will be calculated as one-two-hundred sixtieth (1/260) of the full time equivalent for the Business Administrator/Board Secretaries last year's salary. Payment shall be limited to amounts established pursuant to New Jersey Statute 18A:30-3.5. Upon separation, in the final year, all sick/personal/vacation day accruals shall be prorated by month.
 - 2. Vacation Days: Upon the Business Administrator/Board Secretary's retirement, termination or resignation, The Board will pay all unused vacation days and any vacation days carried over pursuant to Article IV(A,B) of this Employment Contract. Payment shall be limited to amounts established pursuant to New Jersey Statute 18A:30-9.
 - 3. Payment to Estate: If the Business Administrator/Board Secretary dies before her employment contract year is completed, payment for her unused vacation days and any vacation days carried over pursuant to Article IV (B) of this Employment Contract shall be made to her estate.

ARTICLE VII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board encourages the continuing professional growth of the Business Administrator/Board Secretary by her annual participation in the following:

- A. New Jersey Association of School Business Officials Conference- the Board shall pay all necessary travel registration and lodging for this conference, consistent with Board policy, State law, State regulations and applicable OMB Circulars upon approval by the Superintendent based on district needs and scheduling.

- B. Informational meetings with other persons whose particular skills or backgrounds would serve to improve her capacity to perform one's professional responsibilities for the District, including but not limited to State and county monthly meetings.
- C. Subject to Board approval, the Board may permit a reasonable amount of release time for the Business Administrator/Board Secretary to attend the conferences and meetings referenced in Sections A and B of this Article and pay for the Business Administrator/Board Secretary's necessary fees for travel and subsistence expenses. Payment of the above referenced fees, travel expenses, and subsistence expenses and shall be subject to Board review and approval and must be consistent with Board policy, State law, State regulations, and applicable OMB Circulars.

ARTICLE VIII - DUES

The Board shall pay the dues and fees annually on behalf of the Business Administrator/Board Secretary for the following: New Jersey Association of School Business Officials, Association of School Business Officials International, and Hunterdon/Warren Association of School Business Officials.

ARTICLE IX - INSURANCE AND OTHER BENEFITS

- A. The Board shall provide the Business Administrator/Board Secretary with individual or family health, vision, dental and prescription drug benefits as offered to other members of the professional staff. The Business Administrator/Board Secretary shall contribute the premium cost of such coverage on a pre-tax basis based on year four of Chapter 78.
- B. The Business Administrator/Board Secretary may waive coverage in any health benefit plans if covered through a spouse's health plan, and in accordance with procedures established by the Board, the Business Administrator/Board Secretary will be entitled to the same stipend for waiving coverage as received by other staff members employed by the Board.
- C. The Board shall provide Business Administrator/Board Secretary with the same disability insurance as others employed by the district.

ARTICLE X – COMPENSATION

The Administrator's annual base salary for the 2017-2018 school year (July 1, 2017 – June 30, 2018) shall be \$125,400.00. The Administrator's Annual Salary includes compensation for the Shared Services set forth in Article XI of this Employment Agreement and shall be subject to all of the provisions set forth in Article XI. The Administrator's Annual Salary shall be paid in equal installments in accordance with the policy of the Board for all 12-month Administrators.

ARTICLE XI – SHARED SERVICES

The Administrator will also serve as the Business Administrator/board Secretary to the Hampton Borough Board of Education in accordance with the Business Services Subcontract Agreement. The Business Services Subcontract Agreement states that the Business Administrator will establish office hours on a weekly basis for availability at Hampton for an average of 8 hours per week.

In the event the Business Services Subcontract Agreement is cancelled by either party during the contract year, the Administrator's annual Salary shall not be less than \$105,000.00.

XII - TERMINATION OF EMPLOYMENT CONTRACT

It is hereby agreed by the parties hereto that this Employment Contract may at any time be terminated by either party giving the other sixty (60) days notice in writing of intention to terminate same, and six (6) months notice of intent to retire. Notice shall be in writing to both the Board president and the superintendent. Further, this Employment Contract may be terminated by mutual agreement of the parties.

ARTICLE XIII - MEDICAL EXAMINATION

The Employee may provide upon request of the Board, information permitted under N.J.S.A. 18A:16-2, in accordance with the procedures for employee physicals.

ARTICLE XIV - EXPENSES

The Board shall pay or reimburse the Business Administrator / Board Secretary for reasonable business related travel expenses. Reimbursement of these expenses shall be made in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A7.1, *et seq.* and applicable NJ OMB circulars.

ARTICLE XV - RELEASE OF PERSONNEL INFORMATION / RECORDS.

The Business Administrator/Board Secretary shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Business Administrator/Board Secretary shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Superintendent, such documents identified by her shall be destroyed. No material derogatory to the Business Administrator/Board Secretary's conduct, service, character or personality shall be placed in her personnel file unless she has had an opportunity to review the material.

The Business Administrator/Board Secretary shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Business Administrator/Board Secretary shall also have the right to submit a written answer to such material.

ARTICLE XVI - EVALUATION

The Superintendent shall evaluate the performance of the Employee in accordance with the New Jersey Administrative Code.

ARTICLE XVII - INDEMNIFICATION

In accordance with N.J.S.A. 18A:16-6, the Board shall save and hold the Employee harmless for any act or omission arising out of a course of the performance of her duties. The Board agrees to arrange for and maintain insurance to cover such claims in accordance with applicable law.

ARTICLE XVIII - COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Employment Contract may not be modified except by written instrument executed by all the parties hereto. Any such amendment is subject to the review and approval of the Executive County Superintendent.

ARTICLE XIX - SAVING CLAUSE

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

Business Administrator/
Board Secretary

Franklin Township School District
226 Quakertown Road
Quakertown, NJ 08868

Patricia A. Martucci

George F. Burdick, Jr., President

Date: _____

Date: _____

Witness:

Witness:

Date: _____

Date: _____