

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this ___ day of _____, 2016,
by and between the

RANDOLPH TOWNSHIP BOARD OF EDUCATION, with offices located at 25 School House Road, Randolph, New Jersey 07869 (hereinafter referred to as the "Board"), and **Gerald Eckert** (hereinafter referred to as the "Business Administrator" or "Mr. Eckert").

WITNESSETH:

WHEREAS, the Board reappointed Mr. Eckert as Business Administrator/Board Secretary for the Board for the 2016-17 school year;

WHEREAS, the Board and Mr. Eckert wish to embody in this contract the terms and conditions of their Agreement;

NOW, THEREFORE, the Board and Mr. Eckert, for the consideration herein specified, agree as follows:

1. EMPLOYMENT Mr. Eckert shall be employed by the Board as its Business Administrator/Board Secretary. He is vested with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Revised Statutes and all other applicable laws and regulations, as well as in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a Business Administrator/Board Secretary.

Mr. Eckert accepts said appointment as Business Administrator/Board Secretary and represents that he will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract, including attendance at all meetings and school affairs required by the Superintendent or the Board.

2. FULL-TIME COMMITMENT Mr. Eckert shall devote his full time skill, labor and attention to the discharge of his duties during the term of the Agreement, provided, however, with prior approval of the Superintendent he may undertake consultative work, speaking engagements, writing, lecturing,

or other professional duties, obligations and activities with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Mr. Eckert's duties and responsibilities as specified herein including, but not limited to, attendance at all board meetings and other meetings of a professional nature as prescribed by the Superintendent.

3. **TERM** The term of this Contract shall be from July 1, 2016 through June 30, 2017.

4. **CERTIFICATION** Mr. Eckert represents that he is certified by the New Jersey State Board of Examiners to serve as a School Business Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this Agreement. Failure to do so shall render this Agreement null and void upon the date of suspension or revocation thereof.

5. **COMPENSATION** Mr. Eckert shall receive an annual salary of \$148,256.16 (One Hundred Forty-Eight Thousand and Two Hundred Fifty-Six Dollars and 16/100). Said salary shall be paid in equal installments according to the payment schedule for other certified District personnel.

6. **HEALTHCARE BENEFITS** The Board shall pay the monthly premiums for all health insurance premiums, on behalf of Mr. Eckert. Mr. Eckert shall receive the "PPO plan" or "POS plan" at his option, or an equivalent plan, including prescription and dental coverage. This shall be the same plan for all certified district staff. Mr. Eckert shall be responsible for all of the co-pays and deductibles, delineated in the current plan. The Board reserves the right to transfer any of the insurance coverage set forth above to other insurance companies as deemed in the best interest of the School District. Any new plan will be discussed with the employee prior to change, and shall be at least equal to the previous coverage.

Mr. Eckert shall be subject to the top-tier contribution requirements of P.L. 2011, c. 78. Said contribution will be automatically deducted from the Mr. Eckert's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.

7. **VACATION** Mr. Eckert shall be granted twenty (20) vacation days annually, all of which shall be available on July 1st of each year, but shall be considered earned on a monthly pro-rata basis. Vacation days may be taken with the prior approval of the Superintendent, which shall not be unreasonably withheld. Vacation days not used because of business demands maybe carried over into the next school year and used before the end of that school year.

8. **HOLIDAYS** Mr. Eckert shall be entitled to the same paid holidays to which other central office administrators are entitled.

9. **SICK DAYS** Mr. Eckert shall receive 12 (twelve) paid sick leave days per year. Any unused sick days shall accumulate and may be used in future years.

10. **SEPARATION FROM EMPLOYMENT**

a. Mr. Eckert shall receive at retirement from a State-administered or locally administered retirement system, if he is still employed by the District, compensation for his accrued sick days at his then per diem rate (1/260 of base salary) up to a maximum compensation payout of \$15,000.00.

b. Upon separation from employment or retirement, Mr. Eckert shall be entitled to payment for unused earned vacation days remaining during his last year of employment at the per diem rate of 1/260 of the Mr. Eckert's yearly salary, up to a maximum of thirty (30) days.

Any payments required by this Article shall be paid within sixty (60) days of separation from employment.

11. **PERSONAL & BEREAVEMENT DAYS** Four (4) paid personal days per year shall be provided, of which may be taken without the need to provide a reason. A total of five (5) paid days shall be granted for the death of an immediate family member. A total of three (3) paid days shall be granted following the death of a relative and one (1) paid day shall be granted for the death of a friend or other close acquaintance. The bereavement days listed above shall be taken in close proximity to the death.

12. **JURY DUTY** Mr. Eckert should formally request an exemption from jury duty while school is in session. If the request is denied by the Court, Mr. Eckert will be compensated with no loss in pay.

13. **PROFESSIONAL DUES/SUBSCRIPTIONS** The Board shall pay for all annual professional dues attributed to the Mr. Eckert's membership in the New Jersey Association of School Business Administrators and other local, State or National Associations that Mr. Eckert wishes to join so long as Mr. Eckert submits periodic reports to the Board explaining the benefits of maintaining these membership and his activities with these associations. The Board shall pay for Mr. Eckert's subscriptions in professional periodicals related to his position up to \$95.00 per year.

14. **PROFESSIONAL DEVELOPMENT** The Board encourages the continuing professional growth of Mr. Eckert through his participation in the following:

(a) the operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;

- (b) seminars and courses offered by public or private educational institutions;
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Employee to perform her professional responsibilities for the Board;
- (d) visits to other institutions; and,
- (e) other activities promoting the professional growth of the Employee.

The Board agrees to reimburse Mr. Eckert up to \$1000.00 for professional development annually.

Upon the recommendation of the Superintendent and approval by the Board, Mr. Eckert may attend such State conferences, seminars and workshops as are related to his position in the District and which are deemed to be fiscally prudent. If approved, all such travel and expenses shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations, up to \$2500.00 per year. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation.

15. COMPUTER & MOBILE PHONE The Board shall provide Mr. Eckert with a laptop computer for school related purposes. It shall remain the property of the Board. The Board will either provide a phone to Mr. Eckert (which shall remain the property of the Board) or Mr. Eckert may purchase his own phone. The Board shall assume the monthly business-related charges associated with Mr. Eckert's mobile phone usage.

16. EVALUATION The Superintendent shall evaluate the performance of Mr. Eckert at least once a year, on or before July 1. All evaluations shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. The annual summative evaluation shall be, at a minimum based on the goals and objectives of Mr. Eckert, and the responsibilities delineated in his job description, and such other criteria as the State Board of Education shall by regulation prescribe. Mr. Eckert and Superintendent shall meet to discuss the evaluation.

17. DEATH OF MR. ECKERT In the event of the death of the Mr. Eckert during the life of this Contract, payments due and owing to him for accrued and earned unused vacation days shall be payable to his Estate.

18. TERMINATION OF EMPLOYMENT This Contract may be terminated by either party upon sixty (60) days written notice to the other, with or without cause.

19. **RIGHT TO LEGAL COUNSEL** Mr. Eckert acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent his in the matter. However, Mr. Eckert shall have the right to contact the Board attorney for legal assistance on all other matters as the need arises in carrying out his duties.

20. **INDEMNIFICATION** Mr. Eckert shall be indemnified by the Board of Education in accordance with New Jersey law.

21. **ENTIRE AGREEMENT** This Agreement contains the entire understanding of the parties. It is subject to approval by the Board of Education.

22. **AMENDMENTS OR MODIFICATIONS** This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties. Any changes/modifications must have approval of the Executive County Superintendent of Schools prior to Board approval.

23. **NEW JERSEY LAW** This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

24. **SEPARABILITY** In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

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

BOARD OF EDUCATION OF THE RANDOLPH SCHOOL DISTRICT

GERALD ECKERT
Business Administrator/Board Secretary

BY: _____
ALFREDO Z. MATOS
Board President

WITNESS:

BY: _____

Date: _____

Date: _____