

GREEN TOWNSHIP BOARD OF EDUCATION

Box 14

Greendell, New Jersey 07839

BUSINESS ADMINISTRATOR
CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made this 22 day of April, 2020 between the **BOARD OF EDUCATION OF GREEN TOWNSHIP**, Sussex county (hereafter to as the "Board"), P.O. Box 14, Greendell, New Jersey, 07839 and **TINA M. PALECEK** (hereafter referred to as Ms. Palecek).

WITNESSETH:

WHEREAS, the Board desires to employ Ms. Palecek as its Business Administrator/Board Secretary; and

WHEREAS, the Board desires to provide Ms. Palecek with a written Employment Contract; and

WHEREAS, Ms. Palecek is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-14.2 for service as a school business administrator;

NOW, THEREFORE, the Board and Ms. Palecek for the consideration herein specified, agree upon the following terms and conditions.

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Ms. Palecek as Business Administrator/Board Secretary for the period of July 1, 2020 through the close of business on June 30, 2021. The parties acknowledge that this agreement must be approved by the Sussex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The parties acknowledge that Ms. Palecek possesses the appropriate New Jersey certification to serve as Business Administrator.

If at any time during the term of this Agreement, Ms. Palecek's certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation.

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ARTICLE III
DUTIES

In consideration of employment, salary and fringe benefits established hereby, Ms. Palecek hereby agrees to the following:

- a. To faithfully perform the duties of Business Administrator/Board Secretary for the Board in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, job description for the position and existing Board policies and those which are adopted by the Board in the future. This shall also include attending all Board and committee meetings as requested by the committee chairs.
- b. To devote her full-time skills, labor, and attention to this employment during the term of this agreement; and, except as otherwise provided herein, further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should Ms. Palecek choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honorarium paid.

ARTICLE IV
SALARY and BENEFITS

1. The Board shall pay Ms. Palecek an annual salary of \$ 128,000.00. This annual salary shall be paid in accordance with the schedule of salary payments in effect for other certified employees.
2. Sick Leave: Ms. Palecek shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative in accordance with the provisions of Title 18A.
3. Vacation: Ms. Palecek shall be granted twenty (20) vacation days annually, which shall be considered earned on a monthly pro-rated basis although ten (10) days shall be available at the inception of this contract. Ms. Palecek shall be required to obtain the Interim Superintendent's permission before utilizing her vacation time. If this contract is renewed, Ms. Palecek may carry over five (5) unused vacation days to the next year only. Any other days not used shall be forfeited. Upon separation from service, if Ms. Palecek has unused, earned, accumulated

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vacation days, she will be compensated for her unused vacation days based on a per diem calculation of 1/260 of her annual salary at the time of separation. The maximum amount of days for which she can be compensated is five (5) days.

4. Personal Leave: Ms. Palecek shall be granted four (4) days of absence annually for personal matters which require absence during school hours, to be used at her discretion. They days are not cumulative from year to year. In addition, there shall be no payment for unused days.

5. Other Leave: Ms. Palecek shall be entitled to the following leave of absence annually at full pay:

- a. Family Sick Leave - a maximum of three (3) days for immediate family illness.
- b. Bereavement - up to five (5) days for the death of an immediate family member. All family leave days specified in this paragraph shall not be cumulative. Immediate family shall include spouse, domestic partner as domestic partner is defined in New Jersey statute, child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, father, step-father, step-father-in-law, mother, step-mother or stepmother-in-law.
- c. Bereavement (non-immediate family) - one (1) day for a death in other than immediate family. Other than immediate family is defined as aunt, uncle, niece, nephew or first cousin of the employee or their spouse/domestic partner.
- d. Holidays - Ms. Palecek shall be entitled to the paid holidays as per the Board approved school calendar.

6. Health Benefits: Ms. Palecek shall be entitled to the same health benefits as the District's full-time certified and non-certified staff. In the event health benefits are revised for the district during the term of this Agreement, Ms. Palecek will be provided the option of maintaining a "look alike" policy to the current health plan, if permissible. As an additional option, Ms. Palecek may waive her health benefits coverage, with proof of alternate coverage, and be paid an annual stipend of five thousand (\$5,000). Said stipend will be paid in two equal parts in December and June of the contract year. Ms. Palecek shall contribute thirty percent (30%) to the premium costs for all such coverages in accordance with Chapter 78, P.L. 2011. The premium shall be paid by Ms. Palecek through payroll deduction.

7. Miscellaneous. The Board will provide Ms. Palecek with a Mobile Phone with Data Plan. The device will be purchased, owned and maintained by the Green Township School District. Ms. Palecek shall be provided a new laptop computer for school business use, which will be the property of the Green Township School District.

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ARTICLE V
ANNUAL EVALUATION

The Superintendent shall evaluate the performance of Ms. Palecek at least once a year. Said evaluation shall be completed by June 30 of each year. Each annual evaluation shall be in writing. A copy of the evaluation shall be provided to Ms. Palecek and she and the Interim Superintendent shall meet to discuss it before it is placed in her personnel file. Ms. Palecek shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to her personnel file upon Ms. Palecek's request.

ARTICLE VI
TERMINATION OF EMPLOYMENT CONTRACT

This Agreement shall terminate, the Business Administrator employment will cease, and compensation shall thereafter not be paid, under any one of the following circumstances:

1. Failure to possess/obtain proper certification;
2. Revocation or suspension of the School Administrator's certificate, in which case this Agreement shall be null and void as of the date of revocation;
3. Forfeiture under N.J.S.A. 2C: 51-2;
4. By either party with or without cause upon sixty (60) days written notice to the other;
or
5. Purposeful misrepresentation of employment history, educational and professional credentials, and criminal background.

ARTICLE VII
COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE VIII
SAVINGS CLAUSE AND CONFLICT CLAUSE

If, during the term of this Agreement, it is found that a specific clause of the agreement is illegal under federal or State law, the remainder of the Employment Agreement is not affected by such a ruling and shall remain in force. In the event of any conflict between the terms, conditions and provisions of this Employment Agreement and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

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IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Agreement:

**BUSINESS ADMINISTRATOR/
BOARD SECRETARY**

**GREEN TOWNSHIP
BOARD OF EDUCATION**

Tina M. Palecek
Dated:

Marie Bilik, President
Dated:

WITNESS

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Dated:

Dated: