

**TERMS AND CONDITIONS OF EMPLOYMENT
SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY**

The terms and conditions of employment between the BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION, whose address is 580 Erial Road, Blackwood, New Jersey 08012 (hereinafter referred to as the “Board”) and Frank Rizzo (hereinafter referred to as “Business Administrator”) are hereby agreed to this 1st day of July, 2017, under the following terms and conditions:

The Board does hereby engage and employ Business Administrator in accordance with N.J.S.A. 18A:17-5 et seq., for a term commencing July 1, 2017 and terminating midnight June 30, 2018.

The Business Administrator shall perform all the duties for the Board as prescribed by the laws of the State of New Jersey and the rules, regulations and policies of the Board. The Business Administrator shall devote himself on a full-time basis to faithfully perform these duties.

The Board shall provide an Annual Base Salary to the Business Administrator for the term of this agreement in the amount of One Hundred Thirty-six Thousand Six hundred and Eighty Dollars (\$136,680) base salary. This annual salary shall be paid to the Business Administrator in accordance with the schedule of salary payments in effect for other certified employees.

Calculation of the Business Administrator’s per diem rate shall be based on a 260 day work year. N.J.A.C 6A:23A-3.1(e)2.

The Superintendent shall evaluate the Business Administrator regarding performance of responsibilities in the Business Administrator’s job description during the term of this agreement with the purpose of recommending renewal/non-renewal and salary increase by May 15, 2018. The Board shall vote upon the recommendation of the

Superintendent at a regular or special meeting of the Board held on or before May 15, 2018.

Health Benefits:

1. The Board shall provide the Business Administrator with family health benefits coverage from the same provider who services the district's employees' medical, prescription, dental and vision coverage. The Board shall pay 100% of the premium costs of the Business Administrator health benefit coverage. Effective July 1, 2010 the School Business Administrator/Board Secretary shall abide by Chapter 2, P.L. 2010 pertaining to a contribution of 35% of base salary towards the cost of his medical benefits. Effective July 1, 2011 the School Business Administrator/Board Secretary shall abide by Chapter 78, P. L. 2011 pertaining to a percentage of premium determined by salary per state regulations, whichever is higher, by payroll deduction to offset the cost of medical benefits. This contract shall not be linked with any agreement collectively negotiated with other district employees.

2. The Business Administrator may waive coverage in any of the health benefit plans if covered through a spouse, civil union or domestic partner's health plan and in accordance with procedures established by the Board. The Business Administrator's Waiver of Benefits is capped at lessor of: (a) 25% of employer's premium savings or (b) \$5,000[PL 2010, c2(S-3A-2460)].

3. To the extent the Board does not provide group disability insurance to the staff of the District, the Board shall reimburse the Business Administrator, annually in an amount of up to two thousand dollars (\$2,000) for his payment of premiums towards a disability insurance policy. The Business Administrator shall provide proof of payment prior to receiving reimbursement.

4. The School Business Administrator shall also be permitted to carry over up to fifty (50) days of sick leave from his prior employment which may be used in the event of the School Business Administrator's catastrophic illness or injury. This bank of catastrophic sick leave shall not be accumulated for use towards calculating unused sick leave payment and shall not accumulate year to year.

Vacation Leave:

1. The Business Administrator shall be entitled to annual vacation of twenty (20) working days per year.

2. The Business Administrator shall take his vacation time after giving the Superintendent reasonable notice. School vacations do constitute time off for the Business Administrator. The Business Administrator may take vacation days during the school year, upon notice to the Superintendent. The Business Administrator is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Business Administrator shall document the use of accrued vacation days with the Superintendent.

3. The Board encourages the Business Administrator to take his full vacation allotment each year; however, not more than ten (10) vacation days may be carried over by the Business Administrator from year to year. All days carried over must be used in the next year or those days not taken will be forfeited.

4. In the event that the Business Administrator's contract is terminated prior to its expiration, unused vacation time shall be paid on a prorated basis of 1.92 days accrued per month. In the event this contract is not renewed, earned but unused vacation time will be paid at the Business Administrator's daily rate of pay, based upon a 260 day work year, following his last day of employment. However, at the

Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Business Administrator to use his full vacation entitlement.

The Business Administrator shall be entitled to all holidays granted to other administrators in the district.

The Business Administrator shall be entitled to three (3) personal days, to attend to personal business during the school day, with full pay during the work year.

Personal days may be taken during the school year with the prior permission of the Superintendent. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips. Personal days are non-cumulative and non-reimbursable.

The Business Administrator shall be entitled to and receive 12 sick days, 5 bereavement days for immediate family members and 1 day for relatives.

The Business Administrator shall be responsible for filing a time-off slip, in advance of time off, as set forth herein or immediately upon his return to the district in the event of an unplanned absence each time any leave is taken. The Superintendent shall periodically review the Business Administrator's attendance record to assure correctness.

Payment for Unused Sick Leave at the Time of Retirement

Upon simultaneous retirement from the teaching profession and retirement from the service of the Board, as confirmed by the New Jersey Teachers' Pension and Annuity Fund (TPAF), an administrator shall receive compensation for unused accumulated sick leave as follows:

1. The administrator has been employed continuously by the Board, including periods of approved leave of absence for a period of 10 complete years or more;
2. The administrator shall notify the Board of intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In the event of an unforeseen disability retirement or other extraordinary circumstance, the Board of Education may accept a later notice but

payments shall be deferred one year to allow for budgeting of funds.

3. The formula for calculation of this benefit shall be arrived at by taking a retiring administrator's final yearly salary, multiplying that by .002 then multiplying that by the number of available sick days up to 175 days not to exceed \$15,000.
4. Payments made under Paragraph 3 of the aforesaid agreement may be made at the Board's option in two equal payments, one on June 30 of the retirement year, and the second payment on July 15 of the year after retirement.

Reimbursement for all reasonable expenses incurred by the Business

Administrator in the performance of his duties shall be made providing that the Business Administrator submits verification of such expenses to the Superintendent and in accordance with the policies of the Board, N.J.A.C. 6A:23A-3.1 or applicable law under Title 18 and N.J.A.C. references.

The Business Administrator will be paid 31 cents per mile as reimbursement for use of his vehicle in performance of his duties.

The Board shall pay for the Business Administrator's membership dues with the NJASA, NJASBO, CCASBO and the national organization in which the Business Administrator feels it is necessary to maintain membership in order to improve his professional skills. The Business Administrator shall keep the Superintendent apprised of attendance at all professional meetings.

The Board shall permit the Business Administrator to attend two state professional association conventions and one national professional association convention per year providing prior Board approval is obtained. The Board shall pay all necessary travel, lodging, registration and other reasonable expenses relative to the attendance of the conventions as set forth above in accordance with Board policy, N.J.A.C. 6A:23A-3.1(e) and/or references in N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 and 08-19 OMB Circular.

Professional Liability:

1. The Board agrees that it shall defend, hold harmless and indemnify the Business Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Business Administrator in his individual capacity or in his official capacity as agent or employee of the Board provided that the incident arose while the Business Administrator was acting within the course of the performance of the scope of his position or employment; and, as such, liability coverage is within the authority of the Board to provide under state law.

2. If, in the good faith opinion of the Business Administrator, a conflict exists as regards to the defense of such claim between the legal position of the Business Administrator and the legal position of the Board, the Business Administrator may engage counsel, in which event the Board shall indemnify the Business Administrator for the costs of legal defense as permitted by state law.

This agreement may be terminated by: (1) Mutual agreement of the parties; (2) Board action to non-renew the Business Administrator's employment by May 15, 2018 (the failure of the Board to act on or before May 15, 2018 will result in the automatic renewal of the terms and conditions of this agreement for the period of July 1, 2018 through and including June 30, 2019); (3) resignation of the Business Administrator with at least sixty (60) days written notice to the Board; (4) the Board, upon sixty (60) days written notice to the Business Administrator; (5) the Board for cause; and (6) revocation of appropriate certification to hold this position shall deem the contract as null and void.

The document constitutes the entire agreement between the parties. There is no collateral agreement, oral or written. This contract shall be construed in accordance with the laws of the State of New Jersey.

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

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 5, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002) and case law interpreting them. All information related to the Business Administrator's performance, evaluation or any discipline with the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Business Administrator or by a lawful order of a court of competent jurisdiction or pursuant to a rule of a court of competent jurisdiction.

The Business Administrator 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. No material derogatory to the Business Administrator's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review such material by affixing his 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 shall also have the right to submit a written answer to such material.

The Board agrees to comply with the provisions of the Open Public Meeting Act and the Rice v. Union County Regional High School Board of Education decision.

IN WITNESS OF, the parties have executed this document the
day of _____.

ATTEST:

BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT BOARD OF
EDUCATION

Secretary

BY: _____
President

Superintendent

Witness

Frank Rizzo, School Business
Administrator/Board Secretary

Business Administrator

Detailed Statement of Contract Costs

District: Black Horse Pike Regional School District				
Name: Frank Rizzo				
Job Title: School Business Administrator/ Board Secretary				
District Grade Span	9-12			
On Roll Students as of 10-15	3786			
Contract Term:	2016-17	2017-18	Difference	% Inc
Salary				
Base Salary	\$ 134,000	\$ 136,680		
Subcontracted Services	\$ -	\$ -		
Longevity	\$ -	\$ -		
Total Pensionable Salary	\$ 134,000	\$ 136,680	\$ 2,680	2.00%
Additional Salary				
Quantitative Merit Goals	\$ -	\$ -		
Qualitative Merit Goals	\$ -	\$ -		
Stipend - Describe	\$ -	\$ -		
Additional Compensation - Describe:	\$ -	\$ -		
Total Non-Pensionable Salary	\$ -	\$ -	\$ -	#DIV/0!
Total Salary (pensionable + non-pensionable)	\$ 134,000	\$ 136,680	\$ 2,680	2.00%
Total Cost of Premiums (Board + employee contribution) for:				
Health Insurance	\$ 25,368	\$ 25,656		
Prescription Insurance	\$ 6,576	\$ 6,648		
Dental Insurance	\$ 1,512	\$ 1,548		
Vision Insurance	\$ -	\$ -		
Disability Insurance	\$ 2,000	\$ 2,000		
Long-term Care Insurance	\$ -	\$ -		
Life Insurance	\$ -	\$ -		
Other Insurance - Describe:	\$ -	\$ -		
Total Cost of Premiums	\$ 35,456	\$ 35,852	\$ -	0.00%
Employee contribution to health benefits as per law	\$ 11,709	\$ 11,848	\$ 139	1.19%
Net Total Board Health Benefit Compensation	\$ 23,747	\$ 24,004	\$ 257	1.08%
Other Compensation				
Waiver of Benefits				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,500	\$ 1,500		
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,500	\$ 1,500		
Tuition Reimbursement	\$ -	\$ -		
Mentoring Expenses - Describe:	\$ -	\$ -		
National/State/County/Local/Other Dues	\$ 1,500	\$ 1,500		
Subscriptions	\$ -	\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,500	\$ 1,500		
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -		
Other - Describe:	\$ -	\$ -		
Total Other Compensation	\$ 6,000	\$ 6,000	\$ -	0.00%
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ -	\$ -		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ -	\$ -		
Total Sick and Vacation Compensation	\$ -	\$ -	\$ -	
TOTAL CONTRACT COSTS	\$ 163,747	\$ 166,684	\$ 2,937	1.79%