

## CONTRACT OF EMPLOYMENT

This Agreement is made the 13 day of June 2017 between MONTAGUE TOWNSHIP BOARD OF EDUCATION in Sussex County (hereinafter "the Board") with offices located at 475 Route 206, Montague, NJ 07827 And Tina M. Palecek (hereinafter "the SBA", "SBA/BS" or "the BS").

THIS EMPLOYMENT CONTRACT REPLACES AND SUPERSEDES ALL PRIOR employment contracts between the parties hereto. Signature on this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ Tina M. Palecek, M.Ed. as the School Business Administrator/Board Secretary of the school district for the period of July 1, 2017 through June 30, 2018; and,

WHEREAS, the Board agrees the SBA salary for the 2017-2018 school year shall be \$84,000.00 annually payable in accordance with the Board's regular payroll schedule for all other professional staff,

WHEREAS, the Board desires to provide the SBA with a written employment contract in order to enhance administrative stability and continuity within the school, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the SBA/BS 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 and administrative function in the operation of the education program of the schools; and,

### CERTIFICATION

WHEREAS, the SBA/BS is the holder of the appropriate New Jersey eligibility for administrative certification and eligibility for school business administrator endorsement; and if such certification is revoked or withdrawn, the SBA will no longer be an employee of the Board and this contract will be null and void. The SBA shall work diligently with her mentor to complete the State Department of Education requirements to receive her full certification/endorsements as a SBA as soon as possible, with a good faith target of March 2018.

## DUTIES

The SBA and Board agree to the following:

- A. To perform the duties of the SBA 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 adopted by the Board in the future. The SBA shall report to the Chief School Administrator (CSA).
- B. To devote her full time skills and attention to her employment during the term of this contract in accordance with her job description. The Board recognizes that the demands of the SBA's position requires her to work the hours necessary to fulfill the responsibilities of the job and may result in working from home on a Board supplied laptop.
- C. To perform the duties of the Chief Financial Officer of the School District and the duties of Board Secretary.
- D. To perform other duties as may be prescribed by the CSA from time-to-time in accordance with the law.
- E. The SBA may be assigned the responsibility of records custodian under the Open Public Records Act at no additional salary compensation.
- F. The SBA in the capacity as BS will be responsible for providing new Board Members with an orientation upon joining the Board.

## BENEFITS

- A. The SBA shall receive 12 sick leave days annually. Unused sick leave days shall be cumulative in accordance with the provisions of 18A. Upon the SBA's retirement from the district, the Board shall pay her for her unused accumulated sick leave days at her per diem rate at that time, subject to a maximum payment of \$15,000.00 as per N.J.S.A. 18A:30-3.6.
- B. The SBA shall be entitled to an allowance at the Board's expense for professional dues for the following associations, New Jersey Association of School Business Officials (NJASBO) and Sussex County Association of School Business Officials (SCASBO).

- C. The SBA shall be entitled to reimbursement for expenses related to attendance at professional conferences, as permitted by law and code. Upon returning from such seminars and professional conferences, a report is to be provided to the Board.
- D. The SBA shall be paid \$100 reimbursement each month for the use of her personal cell phone to conduct Board business.
- E. The Board shall provide the SBA with all health insurance and dental insurance as are in effect or as may be in effect for the district.
- F. The SBA will contribute the amount established by P.L.2011, Chapter 78 toward the cost of her health benefits. This contribution will be made through a payroll deduction on pre-tax dollars.
- G. The Board shall reimburse the SBA for travel by personal automobile outside the district in the course of her duties for mileage at the state mileage rate in effect in the current NJOMB Travel Circular, provided such expense reimbursements are permitted by law. This reimbursement does not include commuting travel between SBA's residence and the school district. Such reimbursement shall not exceed \$1,000.00.
- H. The Board shall reimburse the SBA for professional development costs not to exceed \$1,250.00.
- I. The Board shall pay all mentoring fees associated with the SBA completing the required mentoring process in accordance with NJ regulations.
- J. The Board shall reimburse the SBA for tuition costs not to exceed \$1,800 for classes directly associated with her role as the Montague Township SBA/BS; CSA must approve any/all classes subject to reimbursement. Classes must be taken at an accredited institution of higher education and must lead to a degree
- K. The Board shall provide to the SBA with five personal leave and five bereavement leave days with full pay during the work year. Unused personal or bereavement days will not rollover to the next school year.
- L. The Board shall provide the SBA with 20 vacation days. All vacation shall be scheduled to minimize any disruption to the district and be approved by the CSA. Unused vacation time shall be rolled over to the next school year, but must be used during the next year or the days are forfeited.

M. The SBA/BS will have one quantitative and one qualitative goal for the 2017-2018 school year. Upon successfully completing each goal, the Board will compensate the SBA/BS with \$2,797.00 (3.33%) for the quantitative goal and \$2,100.00 (2.5%) for the qualitative goal for a total of \$4,897.00.

N. The Board shall provide the following paid holidays: Labor Day, Thanksgiving Day, the Friday afterward, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, and President's Day.

#### TERMINATION

Either the Board or SBA may terminate this agreement at any time by giving sixty (60) days prior to written notice. The SBA will receive payment of unused vacation days (pro-rated) at the then per diem rate, calculated at 1/260<sup>th</sup> of her final annual salary provided said payment is permitted by law at the time it is due.

#### HOLD HARMLESS

The Board shall defend, hold harmless, and indemnify the SBA from any and all demands, claims, suits, actions, and legal proceedings brought against the SBA/BS in her official capacity as an agent of the Board. The Board may acquire appropriate liability insurance coverage to fulfill this obligation.

#### MISCELLANEOUS

This contract incorporates the entire understanding between the parties on all issues covered and provided for herein. The terms and conditions of this contract shall not be modified except by written consent of both parties.

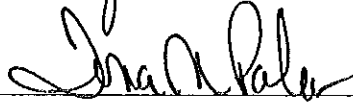
Any adjustments to salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract, but shall not be deemed that the Board and the SBA have entered into a new contract or that the termination date of this contract has been extended.

This contract shall be governed by the laws of the State of New Jersey. If any provision of this contract or any application of this contract is held to be contrary to law or held to be invalid by a tribunal of competent jurisdiction, then such provision or application shall not be deemed valid

and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

School Business Administrator/Board Secretary

Date: June 13, 2017



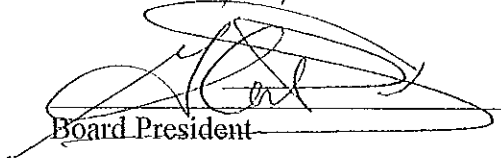
Tina M. Palecek, M.Ed.

Witness:

Ernest B. Wadsworth

Board of Education of the Montague  
Township School District

Date: 06/13/2017



Board President

Witness:

Ernest B. Wadsworth