

**BUSINESS ADMINISTRATOR
EMPLOYMENT CONTRACT**

MICHAEL NEVES

CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made on this 20th day of April, 2009

**BETWEEN: THE RANDOLPH TOWNSHIP BOARD OF EDUCATION
25 Schoolhouse Road
Randolph, NJ 07869 ("Board")**

AND: MICHAEL NEVES

W I T N E S S E T H:

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and Michael Neves to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, Michael Neves holds the position of Business Administrator and is the holder of an appropriate certificate as prescribed by the State Board of Education and

WHEREAS, the Board has adopted a resolution at a public meeting held on April 20, 2009, authorizing the appointment of Michael Neves as Business Administrator;

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties and the rendering of the services of Michael Neves as stated herein, the parties agree as follows:

ARTICLE I
EMPLOYMENT

A. The Board hereby agrees to employ Michael Neves as Business Administrator effective July 1, 2008 through June 30, 2009.

B. Annual salary for the period July 1, 2008 through June 30, 2009 shall be \$ 151,694.

C. The aforesaid salary shall be paid and appropriately prorated in equal installments, in accordance with the policies of the Board concerning the payment of professional staff members.

D. Contract Renewal

1. The Superintendent of Schools shall notify the Business Administrator, in writing, not later than the April 15 immediately preceding the expiration of this Agreement, as to whether he will be recommended for employment renewal for the succeeding school year. In the event the Superintendent of Schools makes a recommendation for renewal, the Board shall take action on that recommendation and give written notice of its action to the Business Administrator not later than the May 15 immediately preceding the expiration of this agreement.

2. Business Administrator shall be eligible for an annual salary increase, the amount of which shall be determined by the Board, on the basis of performance evaluations, the recommendations of the Superintendent and consultation with the Business Administrator, subject to the provisions of Article V. of this Agreement.

E. The Business Administrator may elect to participate in a 403B tax sheltered annuity plan. The Board of Education will match the Business Administrator's contribution up to 6% of his salary for the 2008-09 school year. The Business Administrator shall have the right to designate his mutual fund agent under the 403B provision.

ARTICLE II **DUTIES**

In consideration of the employment, salary and fringe benefits established hereby, Michael Neves hereby agrees to the following:

A. To faithfully perform the duties of Business Administrator for the Board 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 from time-to-time. The specific job description adopted by the Board, applicable to the position of Business Administrator is incorporated by reference into this contract, as Exhibit A, and shall be followed by Michael Neves.

B. To devote his full time, skills, labor and attention to this employment during the term of this contract, provided, that Michael Neves may, with the prior permission of the Superintendent (which shall not be unreasonably withheld), undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations which do not interfere with his full time responsibilities as Business Administrator.

ARTICLE III

BENEFITS IN ADDITION TO SALARY

During the term of this Employment Contract the Board shall provide the Business Administrator with the following benefits:

A. Health Care Benefits:

1) The Board shall provide the health-care insurance protection designated below. The Board shall pay one-hundred percent (%100) of the premium and, in cases where appropriate, one-hundred percent (%100) for dependent coverage, except as provided below.

a) Horizon BlueCross BlueShield of New Jersey shall be the health care insurance program in effect. The Business Administrator shall be entitled to enroll in the PPO plan the carrier provides to the school district.

b) All terms and conditions of the Horizon BlueCross Blue Shield of New Jersey master plan apply to employees of the Randolph Township Board of Education and, in cases where appropriate, to their covered dependents.

c) The Board may determine insurance carriers subject to the obligation of the Board as prescribed in N.J.P.E.R.C. decision 82-5, July 22, 1981.

2) The Board shall provide a prescription drug plan through Advance PCS. The Board shall pay 100% of the prescription premium for those employees enrolled in the Blue Choice Plan. Employees who elect the Traditional

Plan shall pay 50% of the premium for whichever coverage (Single, H/W or Family) they choose.

3) The Board shall provide a dental plan (Delta Dental Plan IA) with orthodontics. The Board shall pay 100% for the employee coverage and shall pay 50% of the cost for dependent coverage. The employee is responsible for the remaining 50% of the premium. Provisions of IA with orthodontics are as follows:

a) The plan shall have a co-payment feature as follows:

- (1) Preventive and diagnostic - 100%
- (2) Remaining basic services - 70/30%
- (3) Prosthodontic benefits - 70/30% (including crowns, inlays and gold restoration)
- (4) Orthodontics (child and adult) - 50/50%

b) The maximum amount payable by the carrier or the above dental services, excluding orthodontic benefits, provided to an eligible patient in any calendar year is \$1000. Orthodontic benefits are subject to a \$2000 maximum per case which is separate from the maximums mentioned above applicable to basic and prosthodontic benefits.

c) The plan provides for a \$40 deductible per patient per calendar year which is not applicable to preventive and diagnostic services.

d) \$120 family maximum aggregate deductible which is not applicable to preventive and diagnostic benefits.

4) Those individuals who retire shall be eligible for the foregoing health coverage. The individual shall assume 100% of the premium cost.

B. Sick Leave Personal Leave and Other Leaves of Absence.

The Business Administrator is employed on a twelve month contract and shall be entitled to twelve (12) sick leave days each school year. On July 1 of that school year, unused sick leave days shall be accumulated from year to year, with no maximum limit.

The Business Administrator shall be limited to four (4) personal business days during the work year.

Absence due to death in the employee's immediate family household shall be allowed with full pay for a period not to exceed five consecutive working days (immediate family shall include husband, wife, child, mother, father, grandparents, sisters-in-law, brothers-in-law, parents-in-law, sister, brother or other relatives who live in the same household).

Absence due to the death of non-immediate members of the employee's family shall be allowed with full pay for the day of the funeral.

Absence from school or duty by reason of subpoena or jury duty shall be allowed, provided the subpoena is filed with the Superintendent to the Board. The Business Administrator must formally request exemptions from jury duty while school is in session. If the request is denied by the court, the Business Administrator will be compensated at no loss in pay.

Absence for other reasons than stated above may be considered and approved by the Superintendent.

C. Vacation Days and Holidays: The Business Administrator shall be entitled to the same number of paid vacation days (20) and holidays granted to other twelve month district administrators. The Board, through its Business Office, shall be responsible for maintaining a written documentation of the Business Administrator's earned, used and accrued vacation days. The Business Administrator shall have the right to carry over up to ten (10) days of unused vacation time into the school year immediately following the school year in which those days were earned and accrued. Vacation days shall not be carried over for more than one (1) year.

D. Professional Association Membership Fees: It is anticipated that the Business Administrator will be active in local, state, regional and national educational and professional associations. The Board agrees to pay the membership fees to maintain the Business Administrator's affiliation with these associations provided that the Business Administrator submits to the Board periodic reports on the benefits of maintaining these memberships and his activities with these associations.

E. Tuition Reimbursement: The Board shall reimburse the Business Administrator for 75% of registration fees, tuition expenses and text books for graduate school course work taken by the Business Administrator in a subject matter related to the professional responsibilities of the Business Administrator. The Business Administrator shall comply with current Board policy with respect to submission of itemized statements and

documentation verifying the expenses for which tuition reimbursement is sought.

F. Professional Development: The Board recognizes the importance of the continuing professional growth of the Business Administrator through participation in professional meetings and educational seminars. With the prior approval of the Superintendent, the Business Administrator may attend appropriate professional meetings at the national level. The Board will pay attendance fees, travel, food and lodging costs of national professional meetings each year provided that the costs do not exceed reimbursement limits set by New Jersey Department of Education regulations and New Jersey Office of Management and Budget Circulars.

G. Payment of Accrued Benefits Upon Separation of Employment:

1. Sick Leave.

a. The Business Administrator shall be entitled upon severance of employment for purposes of retirement in accordance with the rules of the Teachers' Pension and Annuity Fund for unused sick leave which was earned and accrued prior to June 7, 2007 to a maximum amount of \$15,000 .

b. The Business Administrator shall be entitled to reimbursement upon severance of employment for purposes of retirement in accordance with the rules of the Teachers' Pension and Annuity Fund at a per diem rate equal to 1/260th of his final annual salary at the time of retirement for each accumulated and

unused sick day to a maximum payment as set forth below.

c. The total payment for unused sick leave pursuant to Sections 1a and 1b above shall not exceed \$15,000.

d. The Business Administrator shall receive payment for accumulated and unused sick leave within 60 days of date of severance.

e. In the event the Business Administrator dies before retirement, there shall be no payment for unused accumulated sick leave to the Business Administrator's estate.

2. Vacation Time:

a. The Business Administrator shall be entitled to reimbursement upon severance of employment for purposes of retirement in accordance with the rules of the Teachers' Pension and Annuity Fund for unused vacation time at a per diem rate to be calculated as 1/260th of his annual salary at the time of severance for each accumulated vacation day.

b. In the event the Business Administrator shall die prior to retirement, his estate shall be compensated for all unused accumulated vacation days at a per diem rate equal to 1/260th of his last annual salary for each accumulated vacation day.

ARTICLE IV
EVALUATION

A. The Business Administrator's job performance shall be evaluated three times each school year by the Superintendent of Schools. In evaluating the Business Administrator's job performance, the Superintendent shall take into account the responsibilities of the position as set forth in the Job Description and in applicable statutes and regulations and the performance objectives established each year.

B. The timing of the evaluations, the form of the evaluation instrument, procedures, etc. regarding evaluations shall be established by the Superintendent in consultation with the Business Administrator. Those procedures shall be made part of this contract and shall become Exhibit B annexed hereto.

C. Performance objectives for the year shall be established by the Superintendent of Schools in consultation with the Business Administrator. This shall be reduced to writing and presented to the Business Administrator not later than July 15th of each school year.

ARTICLE V TERMINATION AND
NON RENEWAL

A. The parties hereto agree that in the event the Business Administrator's certification is permanently revoked, all provisions of the agreement shall automatically terminate. Likewise, if the Business Administrator is lawfully precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the Commission of

Education, all provisions of this agreement shall terminate and the Business Administrator's employment shall cease.

B. The Business Administrator agrees that he shall not terminate this agreement except upon giving the Board at least 60 days prior notice of such election to terminate. Such notice shall be in writing, sent via certified mail, return receipt requested, addressed to the Superintendent.

C. The Board shall have the right to terminate this Agreement, prior to its expiration, to the extent permitted by applicable statutes and regulations upon at least sixty (60) days notice to the Business Administrator. Such notice shall be in writing, sent via certified mail, return receipt requested.

D. Notwithstanding any other provisions of this Agreement, the parties recognize the Board's right for reasonable cause to withhold a salary increase for the Business Administrator.

**ARTICLE VI MODIFICATION OF
CONTRACT TERMS**

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties, and the approval of the Executive County Superintendent of Schools provided further that the consent of the Board must be reflected by resolution adopted at a public meeting.

ARTICLE VII SAVINGS CLAUSE

In the event that any provision of this Contract is found to be illegal, invalid, or unenforceable under Federal or State law during the term of this Contract, all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST:

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF RANDOLPH

INTERIM SUPERINTENDENT

By _____
PRESIDENT WITNESS:
GREG MARK

MICHAEL NEVES