

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this ___ day of _____, 2012, 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 **Michael Neves** (hereinafter referred to as the "Employee" or "Mr. Neves").

WITNESSETH:

1. **EMPLOYMENT** Mr. Neves is 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. Employee 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** Employee 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 Employee'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, 2011 through June 30, 2012.
4. **CERTIFICATION** Employee represents that he is certified by the New Jersey State Board of Examiners to serve as a 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** Employee shall receive an annual salary of \$160,151.00 (One Hundred Sixty Thousand, One Hundred and Fifty-One Dollars). Said salary shall be paid in equal installments according to the payment schedule for other certified District personnel. Employee 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 recommendation of the Superintendent and consultation with Employee.

6. **ANNUITY** Employee may elect to participate in a 403(B) tax sheltered annuity plan. The Board will match the Business Administrator's contribution up to 6% of his base salary. Employee shall have the right to designate his mutual fund agent under the 403(B) provision.

7. **HEALTHCARE BENEFITS** The Board shall pay the monthly premiums for all health insurance premiums, on behalf of Employee. Employee shall receive the "PPO plan" or its equivalent, including prescription and dental coverage, as set in Paragraph 7 & 8 below. Employee 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. Employee shall be eligible to continue the foregoing healthcare coverage at his expense upon retirement.

Employee shall be subject to the contribution requirements of P.L. 2011, c. 278 for all health, prescription and dental coverage. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel. In accordance with P.L. 2011, c. 278, the contribution is determined as a specified percentage of the health benefits/prescription drug premiums for a salary range, but not less than one and one half (1.5%) of base salary.

Should Employee waive the health benefits coverage set forth in this paragraph, he will be given a waiver payment equal to 50% of the premium cost, after the amount of the contribution he would have paid pursuant to P.L. 2011, c. 278, is deducted.

8. **DENTAL COVERAGE**

a.) 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 dependent

coverage. The employee is responsible for remaining 500 of the premium. Provisions of IA with for the orthodontics are as follows: The plan shall have a co-payment feature as follows:

- (1) Preventive and diagnostic - 100%,
- (2) Remaining basic services - 70/300
- (3) Prosthodontic benefits - 70/300 including crowns inlays and gold restoration)
- (4) Orthodontics (child and adult) - 50/500

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.

9. PRESCRIPTION COVERAGE

The Board shall provide Employee with a prescription drug plan. The Board shall pay 100% of the prescription premium for the Blue Choice Plan and shall pay 65% of the coverage for the PPO plan. (Single, H/W or Family).

10. VACATION Employee 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.

11. HOLIDAYS Employee shall be entitled to the same paid holidays to which other central office administrators are entitled.

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

13. SEPARATION FROM EMPLOYMENT

a. Employee shall receive at retirement from TPAF, 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 or the value of those accumulated days (based upon his then per diem rate) on June 30, 2007, whichever is greater, pursuant to the requirements of N.J.S.A. 18A:30-3.5(1).

b. Upon separation from employment or retirement, Employee 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 Employee'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.

14. 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.

15. JURY DUTY

Employee must formally request an exemption from jury duty while school is in session. If the request is denied by the Court, Employee will be compensated with no loss in pay.

16. PROFESSIONAL DUES The Board shall pay for all annual professional dues attributed to the Employee's membership in the New Jersey Association of School Business Administrators and other local, State or National Associations that Employee wishes to join so long as Employee submits periodic reports to the Board explaining the benefits of maintaining these membership and his activities with these associations.

17. PROFESSIONAL DEVELOPMENT Upon the recommendation of the Superintendent and approval by the Board, the Employee may attend such State and National conferences, seminars and workshops as are related to Employee's position in the District and which are deemed to be fiscally prudent. If approved, all such reasonable conference costs shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation.

18. TUITION REIMBURSEMENT The Board shall reimburse Employee up to \$750.00 during the life of this contract for registration fees, tuition and/or text books for graduate school coursework taken by Employee in a course of study related to his position in the District, subject to the requirements of N.J.S.A. 18A:6-8.5. Employee shall submit itemized statements and documentation verifying the expense for which tuition reimbursement is sought.

19. EVALUATION The Superintendent shall evaluate the performance of Employee at least once a year, on or before April 30. 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 Employee, and the responsibilities delineated in his job description, and such other criteria as the State Board of Education shall by regulation prescribe. Employee and Superintendent shall meet to discuss the evaluation.

20. DEATH OF EMPLOYEE In the event of the death of the Employee during the life of this Contract, payments due and owing to him for accrued, unused vacation days shall be payable to his Estate.

21. TERMINATION OF EMPLOYMENT This Contract may be terminated by either party upon:

(a) mutual agreement of the parties;

(b) unilateral termination by the Employee upon sixty (60) days written notice to the Superintendent; or

(c) tenure dismissal in accord with State law.

22. RIGHT TO LEGAL COUNSEL Employee 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, Employee 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.

23. INDEMNIFICATION Employee shall be indemnified by the Board of Education in accordance with New Jersey law.

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

25. **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.

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

27. **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

_____	BY: _____
MICHAEL S. NEVES	AMY SACHS
Business Administrator/Board Secretary	Board President

WITNESS:

_____ BY: _____

Date: _____

Date: _____