

**Amended Employment Contract for the
Stow Creek Township Board of Education
Business Administrator/Board Secretary**

This Employment Contract is made on the 25th Day of April, 2024 by and between the Board of Education of the Stow Creek Township School District in the County of Cumberland with offices at 11 Gum Tree Corner Road, Bridgeton, NJ 08302 hereinafter referred to as the "Board," and Mrs. Kimberly Fleetwood, Business Administrator/Board Secretary, hereinafter referred to as the "BA/BS," who currently resides at 14 Deerfield Road, Elmer, NJ 08318, hereby enter into this Employment Contract,

WHEREAS, the Board is desirous to provide the BA/BS with a written Employment Contract; and

WHEREAS, the Board and the BA/BS believe that a written Employment Contract is necessary to describe specifically their relationship; and

WHEREAS, on May 18, 2023, the Board and the BA/BS entered into an employment contract for the 2023-2024 school year, and

WHEREAS, on February 24, 2024, the Board entered into a shared Administrative Services Agreement, pursuant to N.J.S.A. 40A:65-6, hereinafter referred to as the "SSA," with the Alloway Board of Education to provide Business Administrator Services to Alloway from April 1, 2024, through June 30, 2024; and

WHEREAS, pursuant to the terms of the SSA the Board will receive from Alloway an amount of \$75,000 per annum for the contracted Business Administrator Services; which shall be prorated monthly for the period of time said services are actually provided, meaning that the Board shall receive from Alloway a total of \$18,750 for the period of April 1, 2024, through June 30, 2024; and

WHEREAS, pursuant to the SSA, out of the total sum received by the Board set forth above, the BA/BS shall receive an amount of \$50,000 per annum, which shall be prorated monthly for the period of time said services are actually provided, meaning that the BA/BS shall receive a total of \$13,125 in compensation pursuant to the SSA for the period of April 1, 2024, through June 30, 2024;

NOW THEREFORE, the Board and the BA/BS, for the consideration herein specified, agree to an amended employment contract as follows:

TERM

The Board, in consideration of the terms herein contained, hereby employs and the BA/BS hereby accepts employment as the BA/BS beginning **July 1, 2023 ending June 30, 2024**.

WORKDAY

The workday for the BA/BS shall be similar to other administrative personnel except that it is understood that the BA/BS is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary.

CERTIFICATION and RESPONSIBILITIES

Certification

The BA/BS shall hold a valid and appropriate certification to act as a School Business Administrator in the State of New Jersey.

Duties

The BA/BS shall be responsible for duties as assigned by the Superintendent, in accordance with New Jersey Title 18A. The Assistant Superintendent for Business agrees to faithfully perform the duties of the position as set forth in the Board approved School Business Administrator/Board Secretary job description and in accordance with all applicable laws, regulations, policies and directives.

COMPENSATION

- A. For the 2023-24 Fiscal year, the Board hereby employs the BA/BS who shall be paid an annual salary of \$84,870 and this annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule and it will be prorated for any period of employment constituting less than one year. An overall total compensation for shared services as detailed in items A, B, and C, below results in a salary of \$98,495 to be paid in equal installments in accordance with the Board's regular payroll schedule and it will be prorated for any period of employment constituting less than one year.
- B. The Business Administrator/Board Secretary shall receive \$500 in compensation for the shared Administrative Services Agreement between the Board and the Greenwich Township Board of Education for the 2023-2024 fiscal year.
- C. The Business Administrator/Board Secretary shall receive \$13,125 in compensation for the shared Administrative Services Agreement between the Board and the Alloway Township Board of Education for the 2023-2024 fiscal year. This sum shall be paid between April 1, 2024, and June 30, 2024.
- D. In the event that the shared Administrative Services Agreement between the Greenwich Township Board of Education and the Stow Creek Board of Education and/or the Alloway Board of Education and the Stow Creek Board of Education is terminated, the compensation of the Business Administrator/Board Secretary set forth above shall be reduced by the full or prorated shared services dollar amount whichever is applicable.

During the term of this Employment Contract, including any extension thereof, the BA/BS shall not be reduced in compensation, including salary and benefits, except as provided in this agreement, or pursuant to the shared Administrative Services Agreements between the Board and the Greenwich Township Board of Education and the Alloway Board of Education. In no event shall the BA/BS leaves, medical and/or other insurance be less than that provided any other BA/BS in the district. Any other adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the BA/BS have entered into a new employment contract.

Any amendment, modification, or change to this contract must be submitted to the Executive County Superintendent of Schools for review and approval prior to any Board of Education action.

Additional Increases

If the Board appoints the BA/BS to undertake duties and responsibilities beyond that of a School Business

Administrator's certificate, those specific tasks and responsibilities shall not be considered part of this contract and at additional remuneration as a stipend that is agreed upon between the BA/BS and the Board. It is understood by both parties that this benefit shall not be invoked unless the BA/BS is specifically assigned these additional duties and responsibilities for a protracted period of time. It shall be the responsibility of the BA/BS to notify the Board in writing following the assignment of additional duties that additional compensation is being requested. The BA/BS and the Board shall determine the amount, duration and conditions under which additional compensation is extended. Should the Board agree to additional compensation, it shall provide written notification of all terms and conditions to the BA/BS and submitted to the Executive County Superintendent for approval, prior to any board action. Any shared service agreement for administrative or business services must be in compliance with N.J.S.A. 18A:17-14.1 et. al.

INSURANCE

The Board shall provide, as part of the BA/BS's compensation the following insurances:

Major Medical/Hospitalization & Prescription The Board shall provide the BA/BS with and pay the premiums for medical and prescription benefits as approved by the board with the exception that the School Business Administrator/Board Secretary shall contribute towards the cost of her health care in accordance with N.J.A.C. 6A:23A-3.1(e) 5. In no case shall the School Business Administrator/Board Secretary pay less than 1.5% of base salary in accordance with N.J.S.A 18A:16-17 (P.L. 1979, c391)

Dental Care The Board shall provide the BA/BS with dental insurance as approved by the board.

Reimbursement for Declining Insurance If the BA/BS chooses not to be covered through the districts medical, prescription, or dental plans, she will receive the Board approved benefit reimbursement percentage cost for that insurance in lieu of coverage. The reimbursement amount will be paid at the end of the school year each June.

Those declining coverage must meet the following conditions:

- A. Proof must be provided that the BA/BS is covered by a medical plan under another plan and a waiver must be signed.
- B. Anyone declining coverage in the current year can only return to coverage after reapplying during an open enrollment event or upon the loss of the other coverage based upon the happening of a "life event" such as death of a spouse, divorce, spouse's loss of job, or other similar situation. In that event, the BA/BS will be required to reimburse the Board, by payroll deduction, for any excess payments received.
- C. The Board of Education waiver of coverage benefit as a non-SHBP employer shall not exceed 25% or \$5,000 whichever is less in accordance with Chapter 2, P.L. 2010, supplementing N.J.S.A. 18A: 64A. Payment shall be in accordance with applicable IRS regulations.

Section 125 Flexible Benefit/Savings Account The Board will establish and administer a Section 125 Flexible Benefit/Savings Account and deposit \$600 per year into the account to be spent for qualifying expenditures at the employee's direction. BA/BS will be able to voluntarily have additional pre-tax amounts deposited from her pay up to limits allowed under Section 125 Regulations for any items allowed under Section 125. The employee will be permitted to rollover the maximum amount allowed each year under Section 125 Regulations.

SALARY DEDUCTIONS

Salary deductions shall include compulsory federal and state taxes and those required by the Teachers' Pension and Annuity Fund. Board agrees to make additional salary deductions at the request of the BA/BS in accordance with IRS regulations.

EVALUATION

A non-tenured BA/BS shall receive at least three written evaluations per year. Each evaluation shall be in writing, and a copy shall be provided to the BA/BS. The Superintendent shall meet with the BA/BS to discuss said evaluation. All evaluations shall be based upon the responsibilities as set forth in the description of duties in the BA/BS job description.

In the event the Superintendent determines the performance of the BA/BS to be unsatisfactory, he shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement required in all instances where the Superintendent deems performance to be unsatisfactory. The BA/BS shall have the right to respond to any evaluation in writing. This response shall become a permanent attachment to the BA/BS personnel file.

PROFESSIONAL DEVELOPMENT

The course credit taken must be in a program that culminates in the acquisition of a degree per N.J.A.C. 6A:23-3.1(e)(16). The BA/BS showing evidence of successful completion of graduate/doctorate course work in the areas of Business or Administration shall be reimbursed for up 9 credits based on the current Rutgers University tuition cost per credit, not to exceed \$2,500. In order to obtain reimbursement for a course, the BA/BS must have prior approval by the Superintendent and Board of Education and achieve a grade "B" or better. With prior approval of the Superintendent, a grade of "Pass" in a course graded on a pass/fail basis will be reimbursed. The BA/BS having completed graduate/doctorate courses must submit evidence of course completion and payment not later than two months after completion of the courses in order to receive reimbursement. Tuition reimbursement is permitted for graduate/doctorate level courses which culminate in the acquisition of a degree per N.J.A.C. 6A:23A-3.1(e)16.

If the BA/BS voluntarily resigns from her employment with the district within one (1) year of the successful completion of any graduate course(s), she shall reimburse the district 75% of any tuition costs for that course or courses paid by the Board. If the BA/BS voluntarily resigns from her employment with the district within two (2) years of the successful completion of any graduate course(s), she shall reimburse the district 50% of any tuition costs for that course or courses paid by the Board. If the BA/BS voluntarily resigns from her employment with the district within three (3) years of the successful completion of any graduate course(s), she shall reimburse the district 25% of any tuition costs for that course or courses paid by the Board.

The School Business Administrator also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences as budgeted by the Board and similar expenses which he may incur while discharging the duties of School Business Administrator. It is specifically understood that in the absence of compelling circumstances requiring the presence of the School Business Administrator in the district, she shall be entitled to attend, and the expense thereof paid by the Board, the fall New Jersey School Boards Association Workshop and Convention, spring Conference of the New Jersey Association of School

Business Officials and one National Workshop/Conference with prior approval of the Board and as recommended by the Superintendent. Costs of all workshops and/or conferences shall not exceed \$2,000 and shall only be reimbursed upon submission of documented receipts presented to the Board of Education. Reimbursement or payment for such expenses shall be made in accordance with current Board travel policies and in compliance with the NJOMB travel circular, NJ Regulations and Administrative Code.

PROFESSIONAL ASSOCIATIONS

The Board shall pay 100% percent of the Business Administrator/Board Secretary's membership fees and charges not to exceed \$2,500 to those professional organizations as listed: American Association of School Administrators, New Jersey Association of School Administrators, Cumberland County Association of School Administrators, American Association of School Business Officials, New Jersey Association of School Business Officials, Cumberland County Association of School Business Officials, and other associations that the Board deems necessary to maintain or improve the Business Administrator/Board Secretary's professional skills.

SCHOOL-RELATED ACTIVITIES

The BA/BS may serve as an executive for county and state associations or jointures and engage in other school related activities, which are of short-term duration, at her discretion. Such activities which require the BA/BS to be absent from the school district for more than one full working day shall be approved by the Superintendent and reported to the Board at a meeting prior to the event.

LEAVES

The Board shall provide the following leaves as part of the BA/BS's compensation.

Vacation

The BA/BS shall be granted twenty (20) vacation days annually, all of which shall be available to the BA/BS on July 1st of each year. In determining vacation entitlement, Saturdays, Sundays, and school holidays shall not be counted.

The BA/BS must inform the Superintendent in writing of what vacation days she intends to take. The BA/BS shall, at all times, consider the best interests of the district in deciding when to take vacation days.

The BA/BS may carry over up to ten (10) vacation days per year with express approval of the Superintendent of Schools and Board approval obtained not later than the regular May meeting of the Board; carryover days can be carried over for up to one year. Any carryover vacation days not used during that year will be forfeited.

The BA/BS shall be permitted to take vacation days at any time, including, but not limited to, at the BA/BS's sole option, upon retirement, resignation or contract non-renewal.

In the event of an unpaid leave of absence for any reason, the BA/BS shall be permitted to be paid during that time for any unused accumulated vacation time at her option.

Upon the retirement from a state sponsored retirement system or resignation of the BA/BS, unused vacation days shall be paid to the BA/BS upon separation from the school district.

All per diem rates will be calculated by the current rate specified by the State of New Jersey code and

regulation which is presently established to be 1/260th of the current annual salary.

The Business Office shall be responsible for maintaining written documentation of the BA/BS's earned, used, and accrued vacation days. These benefits shall be payable to the BA/BS's estate.

Holidays

The BA/BS shall be entitled to the following school holidays:

New Years Day (2), Martin Luther King's Birthday (1), Veterans Day (1), Presidents' Weekend (2), Spring Break (as per calendar), Memorial Day (1), Juneteenth (1), Fourth of July (1), Labor Day (1), Columbus Day (1), Thanksgiving (2), Christmas (3).

The Superintendent reserves the right to require the BA/BS to work during any of the days off, other than legal holidays.

Sick Leave

The BA/BS shall be allowed twelve (12) days sick leave annually with pay.

The unused portion of such leave, at the end of each school year, shall be cumulative and as defined in 18A:30.7. However, payment for unused sick leave shall be consistent with NJSA 18A:30-3.5.

Sick leave is defined to mean the absence from the BA/BS post of duty because of personal disability due to illness, injury either caused by external or personal mishap, or because the BA/BS has been excluded from school by the school's medical authorities on account of a contagious disease or because of being quarantined for such a disease.

Upon retirement from a state administered retirement system in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund and N.J.S.A. 18A:30-3.5, the Board shall provide compensation for accumulated sick leave days at \$120 per day with a maximum payment of twelve thousand (\$12,000) dollars. The BA/BS shall notify the Superintendent at the address set forth for the Board in this Agreement in writing 90 days' prior of the intent to retire.

Accumulated unused sick leave compensation shall not be paid to the Business Administrator's estate or beneficiaries in the event of death prior to retirement.

Personal Leave

The BA/BS shall be entitled to three (3) days of absence with pay annually for personal matters that require absence during school hours, to be used at her discretion. Unused personal leave shall convert and accumulate to sick leave at the end of each year as defined in 18A:30-7 which is limited to a total of 15 days.

Upon notification to the Superintendent, the BA/BS shall be granted emergency leave of absence, depending on the individual circumstances as reviewed and determined by the Superintendent. The BA/BS may utilize available vacation days or personal days, or unpaid leave as approved by the Superintendent and the Board.

Bereavement Leave. The employee shall be entitled to the following;

1. Five (5) days with pay for death of a spouse, child, or parent.
2. Three (3) days with pay for death of a brother, sister, or an in-law.
3. Two (2) days with pay for death of a grandparent or grandchild.
4. One (1) day with pay for death of an uncle or aunt.

Family Leave

The BA/BS will have rights to leave under State and Federal Family Leave Laws.

Extended Leaves of Absence

The BA/BS shall be granted extended leaves of absence as provided for other administrators, allowed by State and Federal regulations, and approved by the Superintendent and Board of Education.

JOB RELATED EXPENSES

Automobile and Monthly Expense Reimbursement

The BA/BS shall be reimbursed for business related travel at the current rate authorized by the State Appropriations Act and in accordance with the School District Accountability Act, related regulations and consistent with any applicable OMB circular(s). Other business-related expenses will be reimbursed in kind upon presentation of receipted documentation. The Board shall also reimburse the BA/BS for related expenses including tolls, lodging, food, and telephone charges incurred while meeting business responsibilities, in accordance with Board Policy, and in accordance with appropriate State Statutes and Regulations, and as consistent with any applicable OMB Circular(s) and when travel and monthly expenses are documented in accordance with N.J.S.A. 18A:11-12.

PERSONNEL RECORDS

The BA/BS shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the BA/BS shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; such documents identified by her shall be destroyed, except contracts, addendums, evaluations, reprimands, or responses to reprimands which will remain part of the permanent file of the BA/BS unless permission to delete is given by the Board at the duly called meeting by a majority of the quorum.

No material derogatory to the BA/BS's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The BA/BS shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The BA/BS shall also have the right to submit a written answer to such material.

RELEASE of PERSONNEL INFORMATION

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 15, 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 BA/BS's performance, evaluation or any discipline which 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 BA/BS, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

CRITICISM CLAUSE

Any questions, complaints or criticism by the Superintendent, a Board Member, or by any officer, agent, or BA/BS of the Board, of the BA/BS shall be made in confidence and not in the presence of students, parents, or other public gatherings unless the BA/BS requests that such discussion or criticism be held in public.

Any complaints or criticism regarding the BA/BS made to any member of the Board or officer, agent, and/or BA/BS thereof, by any parent, student, or other person, which are or may be used in any manner in evaluating the BA/BS shall be called to the attention of the BA/BS within ten calendar days of the time the complaint or criticism is received by the full Board.

The parties agree that the Board shall not hold any discussions regarding the BA/BS's employment, unless the BA/BS is given written notice at least 48 hours in advance, is permitted to be present during such discussions, is given the opportunity to address the Board, and is permitted to have a representative of her choosing speak on her behalf. In addition, the Board shall not hold any discussions with regard to the BA/BS's performance, or that may adversely affect the BA/BS's employment, in public session, unless the BA/BS requests that such discussion be held in public session, pursuant to the Open Public Meeting Act. Nothing herein shall prohibit the Board from meeting in closed session without the BA/BS to discuss whether or not to enter into an Agreement for a new contract of employment at the expiration of this contract, so long as the BA/BS is given 48-hour notice in accordance with the Open Meetings Act that the discussion will take place.

PROFESSIONAL LIABILITY/ INDEMNIFICATION

The Board agrees that it shall defend, hold harmless, and indemnify the BA/BS from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against the BA/BS in her individual capacity or in her official capacity as agent and/or BA/BS of the Board, provided that the incident arose while the BA/BS was acting within the scope of her employment, and where such liability coverage is within the authority of the Board to provide under state law.

If, in the good faith opinion of the BA/BS, a conflict exists in the regard to the defense of any claim, demand or action brought against her, the BA/BS may engage her own legal counsel, in which event the Board shall indemnify the BA/BS for the cost of her legal defense including all reasonable attorney fees.

SEPARATION FROM SERVICE

The BA/BS shall also receive the following, as part of her compensation upon her separation from employment with the district.

Vacation

Upon the BA/BS's separation from employment with the district, the Board will pay all unused, accumulated vacation to a maximum of 25 days at the per diem rate of the BA/BS's final annual salary. Throughout this Employment Contract, the BA/BS's per diem rates will be calculated by the current rate specified by the State of New Jersey code and regulation which is presently established to be 1/260th of the current annual salary.

Payment to Estate

If the BA/BS dies before her Employment Contract year is completed; payment for her unused, accumulated vacation to a maximum of 25 days shall be made to her estate at the rates listed above in this section. Unused, accumulated sick time cannot be paid to the estate under any circumstances.

Definition

For the purposes of this Employment Contract, “separation from employment” shall be meant to include, but not be limited to, the BA/BS’s separation from the district due to death, incapacity, contract non-renewal, and/or involuntary resignation.

RETIREMENT**Retirement**

Upon the BA/BS’s retirement from a state administered retirement system in accordance with the rules and regulations of the Teachers’ Pension and Annuity Fund and N.J.S.A. 18A:30-3.5, the Board will pay all unused, accumulated vacation days to a maximum of 25 days at the per diem rate as calculated by the current rate specified by the State of New Jersey code and regulation which is presently established to be 1/260th of the current annual salary, and accumulated sick leave days at \$120 per day with a maximum payment of twelve thousand (\$12,000) dollars.

TERMINATION**Mutual**

This contract can be terminated by mutual agreement of the parties.

Board

The Board agrees to provide 60 days’ written notice if this Employment Contract is not renewed.

Employee

The BA/BS may terminate this contract by giving 60 days written notice of intent to resign and 60 days written notice of intent to retire. Notice from the BA/BS shall be in writing to the Superintendent at the address set forth for the Board in this Agreement.

Physical or Mental Disability and Revocation of Certification

This contract can be terminated in accordance with N.J.S.A. 18A:27-4.1: The physical or mental disability of the Business Administration, in accordance with N.J.S.A. 18A:17-20.2, from performing the full complement of the duties as an BA/BS.

In accordance with N.J.S.A. 18A:17-51 in the event that the Business Administration certification is revoked, this contract is null and void for cause pursuant to any and all applicable laws.

SEVERABILITY SAVINGS CLAUSE

It is agreed that if any provision or specific clause of this Agreement shall be determined to be void by any court of competent jurisdiction or is illegal in federal or State law, then such determination shall not affect any other provision of this Agreement, and the remainder of the Employment Contract not affected by such a ruling shall remain in full force and effect.

It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one which would render the provision void and the other which would render the provision valid, then the provision shall be construed with the meaning which renders it valid.

CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

COMPLETE AGREEMENT

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

WHEREAS, the Executive County Superintendent in Cumberland County, has reviewed and approved the within Employment Contract; and

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and

WHEREAS, the BA/BS has approved the terms and conditions of this Employment Contract; and

WHEREAS, this Employment Contract has been approved by a majority vote of the **Members of the Board of Education of the Stow Creek Township School District** at its meeting of April 25, 2024, and has been made a part of the minutes of that meeting;

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHERE OF, they set their hands and seals to this Employment Contract effective on the day and year first above written.

BOARD of EDUCATION of the
STOW CREEK TOWNSHIP SCHOOL DISTRICT

Mrs. Kimberly Fleetwood
Business Administrator/Board Secretary

BY: _____
Fred Hovermann
President, Stow Creek Board of Education

Date

Date

WITNESS:

Signature

Printed Name

Date