

SCHOOL BUSINESS ADMINISTRATOR
EMPLOYMENT CONTRACT

between

NORTH PLAINFIELD BOARD OF EDUCATION

and

DONALD STERNBERG

This Employment Contract is made and entered into this 6 day of September, 2006 by and between the North Plainfield Board of Education, with offices located at 33 Mountain Avenue, North Plainfield, New Jersey, 07060 (hereinafter referred to as the "Board"), and **Donald Sternberg**, whose [REDACTED] (hereinafter referred to as the "School Business Administrator/Board Secretary" or "SBA/BS").

The Board and the School Business Administrator/Board Secretary, for the consideration herein specified, agree as follows:

1. Term

The Board, in consideration of the promises herein contained from the SBA/BS, hereby employs, and the SBA/BS hereby accepts employment, as SBA/BS of Schools for the term commencing on **July 1, 2006** and expiring **Midnight on June 30, 2007**.

2. School Business Administrator Responsibilities

The SBA/BS shall have the duties prescribed by the Superintendent of Schools of the North Plainfield District and all attendant powers as set forth in statute.

The workday for the SBA/BS shall be similar to other administrative personnel except that it is understood that the SBA/BS is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

3. Compensation

During the term of the Employment Contract, including any extension thereof, the SBA/BS shall not be dismissed or reduced in compensation except as provided by statute. Any 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 SBA/BS have entered into a new Employment Contract.

A. Salary

For the period **July 1, 2006 to June 30, 2007**, the Board shall pay the SBA/BS an annual salary of One Hundred Twenty Six Thousand, Six Hundred Five (\$126,605.00) and 00/100 Dollars.

This annual salary shall be paid to the SBA/BS in accordance with the schedule of salary payments in effect for other certified employees.

On July 1, 2007, if the Contract is renewed, the Board will grant the SBA/BS, at a minimum, a salary increase percentage that shall be the same as the highest of any other district bargaining unit's negotiated rate. Additional annual increases, beyond the minimum increase set forth, may be provided, based on the SBA/BS's performance, the Superintendent's recommendation, and Board approval.

4. Other Benefits

A. Leaves

1. Vacation: The SBA/BS shall be granted twenty (20) vacation days annually. All vacation days shall be available to the SBA/BS on July 1st of each year. If the SBA/BS does not complete a contract year, the number of days shall be prorated at one and sixty-six hundredths (1.66) vacation days per month for the completed months of service. If the SBA/BS utilized days in excess of this rate, compensation for those days shall be deducted from the SBA/BS's last check. The SBA/BS may carry over up to fifteen (15) unused vacation days. Ten (10) of these days may be carried to be used during the next year. The SBA/BS may receive reimbursement for up to five (5) days. There shall be no banking of vacation days.

Payment for such unused vacation time shall be at the per diem salary rate of the school year during which the vacation days were earned. The dollar value of such unused vacation days will be calculated by dividing the annual rate of salary for the year during which the vacation days were earned by 240 days.

Upon retiring and receiving pension checks in accordance with the procedures of the New Jersey Teachers Pension and Annuity Fund, the SBA/BS shall receive severance at the rate of his per diem rate for each unused vacation day accrued to the SBA/BS. Written notification to the Board must be made at least ninety (90) days prior to the retirement date of the SBA/BS's intent to retire.

2. Holidays: The SBA/BS will be entitled to time off with pay for all holidays as observed by the school district. In addition, the SBA/BS will be entitled to such other days off with pay as are established by the school calendar.
3. Sick Leave: Sick leave is hereby defined to mean the absence from the SBA/BS's post of duty because of a personal disability due to illness, injury, or because the SBA/BS has been excluded from school by the school's medical authorities on account of a contagious disease or of being quarantined for such a disease.

Effective July 1st of each contract year, the SBA/BS shall be provided thirteen (13) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative to the maximum number permitted by law.

Payment for such unused sick time shall be at the per diem salary rate of the school year during which the sick days were earned. The dollar value of such unused sick days will be calculated by dividing the annual rate of salary for the year during which the sick days were earned by 240 days.

Upon retirement, under the rules and regulation of the TPAF Pension fund, the Board shall provide compensation for accumulated sick leave days at the rate of 25% of the then per diem salary rate, the total of which shall not exceed \$5,000. Written notification to the Board must be made at least ninety (90) days prior to the retirement date of the SBA/BS's intent to retire. The dollar value of such unused sick days will be calculated at the rate of 25% of the annual rate of salary divided by 240 days.

4. Personal Leave: Effective July 1st of each contract year, the SBA/BS shall be provided personal leave with pay as is provided to other administrative positions in the district. Unused personal leave at the end of each contract year shall not be cumulative.
5. Bereavement Leave: Effective July 1st of each contract year, the SBA/BS shall be provided bereavement leave with pay as provided to other administrative positions in the district. Unused bereavement leave at the end of each contract year shall not be cumulative.

6. Professional Associations: The SBA/BS shall be entitled to reimbursement during the period covered by this contract for all fees and dues incurred by him for professional association (including the Somerset County Association of School Business Officials, the New Jersey Association of School Business Officials and the Association of School Business Officials International, ~~American Institute of CPA's,~~ and the ~~New Jersey Society of CPA's~~) and attendance at professional conferences approved in advance by the Superintendent.

7. Professional Development: The Board agrees to pay the full costs of tuition and other reasonable expenses incurred in connection with courses, workshops, seminars, conferences, in-service training sessions, or other such sessions to which the SBA/BS is required and/or requested to take, subject to approval in advance by the Superintendent.

The Board agrees to pay 75% of the cost per credit hour of the New Jersey State colleges and universities' graduate courses, up to 18 hours per semester, subject to approval in advance by the Superintendent. Reimbursement will only apply to courses that directly relate to the SBA/BS's position and responsibilities.

B. Health Insurance

The Board shall provide, as part of the SBA/BS's compensation, medical, health, dental, prescription and long-term disability benefits, including family coverage if applicable, as provided to other administrators of the District, effective as of the date of the execution of this contract.

C. Job-Related Travel Expenses and Other Compensation

The SBA/BS shall be entitled to reimbursement from the Board for travel expenses at the current IRS rate in accordance with Board policy. Additionally, the Board shall reimburse the SBA/BS for parking and tolls incurred while traveling.

On evenings when the SBA/BS is required to participate in Board of Education meetings held outside of regular working hours, the SBA/BS shall be entitled to reimbursement for meal expenses up to a maximum of \$15.00 per occurrence.

5. Evaluation

The Superintendent shall annually evaluate the performance of the SBA/BS pursuant to statute. The SBA/BS's annual evaluation shall be in writing, shall include areas of recommendations, and shall provide direction as to any areas of performance in need of improvement. A copy shall be provided to the SBA/BS, and the SBA/BS and the Superintendent shall meet to discuss findings. The annual evaluation shall be based upon the goals and objectives of the District, the responsibilities of the SBA/BS as set forth in the job description for the position of SBA/BS, and such other criteria as the State Board of Education shall by regulation prescribe. The SBA/BS shall receive a copy of any back-up forms utilized in the process.

In the event that the Superintendent determines that the performance of the SBA/BS is unsatisfactory in any respect, she shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement for all instances where the Superintendent deems performance to be unsatisfactory. The SBA/BS shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the SBA/BS's personnel file upon his request.

6. Termination of Employment Contract

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the SBA/BS upon sixty (60) days written notice to the Board and the Superintendent of Schools;
- (c) unilateral termination or non-renewal by the Board upon sixty (60) days written notice to the SBA/BS; or
- (d) actions consistent with the statutory authority of the Board of Education.

7. 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.

8. Conflicts

In the event of any conflict between the terms, conditions or provisions of this Employment Contract and the provisions of the Board's policies or any permissive state or federal 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.

9. Savings Clause

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

10. Professional Liability

The Board shall hold harmless and indemnify the SBA/BS for all claims, suits, actions and legal proceedings in his capacity as an agent and/or employee of the Board, as set forth in N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.

The Board shall provide the SBA/BS, at its expense, with professional liability insurance in the same amount of the liability coverage provided to other administrative positions in the District.

WHEREAS, the Board has approved the terms and conditions of this Employment Contract;
and

WHEREAS, the School Business Administrator/Board Secretary has approved the terms and
conditions of this Employment Contract; and

WHEREAS, this Employment Contract has been approved by a recorded roll-call majority
vote of the Board at its meeting of Sept. 6, 2006, 2006 and has been made a part of
the minutes of that meeting; and

WHEREAS, any and all prior contracts of employment be and hereby are revoked and
rescinded.

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

Dated this 6 day of December, 2006, Board of Education of the Township of Borough
North Plainfield in the County of Somerset.

Attest:

NORTH PLAINFIELD BOARD OF EDUCATION

By: David Branan
Vice-President: David Branan

By: Linda Bond-Nelson
President: Linda Bond-Nelson

Witness for School Business Administrator:

Donald Sternberg

Donald Sternberg
School Business Administrator/Board Secretary:
Donald Sternberg