

EMPLOYMENT CONTRACT

This Employment Contract, is made and entered into as of October 16, 2018 between the Weehawken Board of Education, with offices located at 53 Liberty Place, Weehawken, New Jersey (hereinafter referred to as the "Board"),

and

Beverly Vlietstra, (hereinafter referred to as the "School Business Administrator/Board Secretary").

WHEREAS, the Board desires to provide the Business Administrator/Board Secretary in the Weehawken School District; and

WHEREAS, the Board desires to provide the Business Administrator/Board Secretary with a written employment contract,

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

1. **Term and Compensation**

The Board, in consideration of the promises herein contained, employs the School Business Administrator/Board Secretary for a term commencing January 1, 2019 and ending June 30, 2019 on at an annual salary of \$118,000.00. 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.

2. **Professional Certification and Responsibilities of the Interim School Business Administrator/Board Secretary**

A. Certification:

The School Business Administrator/Board Secretary shall hold a valid School Business Administrator's certificate appropriate to his position issued by the State of New Jersey. In the event that the School Business Administrator's certificate is revoked, this contract shall be null and void on the date of such revocation.

B. Duties:

The School Business Administrator/Board Secretary shall direct and evaluate the performance of the Business Office and perform such other duties as assigned by the Superintendent. The Interim School Business Administrator/Board Secretary shall be responsible for building the District's local capacity to operate its business office effectively and efficiently with adequately experienced and trained staff, and internal controls to ensure compliance with all school laws. Toward that end, the Interim School Business Administrator/Board Secretary shall:

- Assess all operations of the business office as to effectiveness and efficiency, and make recommendations as necessary.
- Assess the efficiency and necessity of appropriations and resources contained in the District.
- Determine staffing needs and oversee the recruitment of all vacant positions of the Business Office.
- As long as the Board directs, perform all of the duties of the Board Secretary, at no additional compensation.

C. Outside Activities:

The School Business Administrator shall devote her time, attention and energy to the business of the school district. However, subject to approval by the Board, the School Business Administrator may serve as a pro bono consultant to other districts or educational agencies, lecture, engage in writing activities or speaking engagements, and engage in other activities which are of a short term duration. Such activities which require the School Business Administrator to be absent from the school district for more than one full working day shall be reported to the Superintendent.

3. Vacation, Sick, Personal Leave and Other Benefits

The Board shall provide the School Business Administrator, as part of her compensation, with the following benefits:

A. Vacation/Holidays:

The School Business Administrator shall be granted twenty (25) vacation days with pay annually, all of which shall be available to the School Business Administrator on July 1. Where the business demands of the District so requires, she may carry over all unused vacation days to the next succeeding year. However, any vacation days that are carried over must be used in the next succeeding year or they will be forfeited. The School Business Administrator shall submit her vacation schedule to the Superintendent. The School Business Administrator shall be entitled to all school recess days adopted by the Board in addition to holidays that occur during the summer months in which the central office is closed.

B. Sick, Personal, and Other Leave:

The School Business Administrator shall be allowed thirteen (13) days sick leave annually. The unused portion of such leave, at the end of any years, shall be cumulative.

The School business Administrator shall be allowed three (3) personal days that if unused revert to her accumulated sick days.

The School Business Administrator shall be allowed up to five (5) days paid leave of absence in the event of the death of spouse, child, parent, grandparent, grandchild, brother or sister or any other member of the immediate household. The School Business Administrator shall be allowed up to one (1) day paid leave of absence in the event of the death of an aunt, uncle or cousin. Such days shall commence with the first absence, which shall be either the day of the death or the day immediately following the death. At the request of the Board, the School Business administrator may be required to provide information concerning her relationship with the deceased.

C. Health Care Insurance:

The Board shall provide the health care insurance and prescription plan designated below. The Business Administrator shall, pursuant to Chapter 78, 2011, contribute toward the medical premium for family plan coverage.

Provision of the health care insurance program shall be detailed in master policies and shall include at least the following:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expenses and therapy treatments.
- d. Maternity costs.
- e. Surgical costs.
- f. Major medical coverage
- g. Rider J.

D. The Board shall provide the School Business Administrator and free individual dental, shall contribute to family coverage.

E. There shall be an opt-out plan offered for the employee. The opt-out plan will allow the employee, who could be covered by health insurance through a spouse, parent, domestic or civil partner to opt-out of coverage of health insurance currently paid by the Board. For opting out the Board shall pay to that individual twenty five (25%) percent of the premiums cost for the insurance from which they opted out. Individuals having a spouse, parent, domestic or civil partner, through whom they could be covered and are also employed by the Board, will automatically be enrolled in the opt-out plan. Individuals opting out shall receive payment twice per year—once in December and once in June.

4. Payment of Deferred Compensation

A. Sick Days:

Upon the School Business Administrator's retirement from employment with the District, the Board will pay her a lump sum payment for her unused, accumulated sick days in accordance with the following scale:

| | |
|---------------------------------------|--------------|
| For the first 0-50 accumulated days | \$15per day |
| For the next 51-100 accumulated days | \$20 per day |
| For the next 101-150 accumulated days | \$25 per day |
| For the next 151-200 accumulated days | \$30 per day |
| For all accumulated days over 200 | \$40 per day |

The maximum payment under this provision for unused sick days shall not exceed Seven Thousand Dollars (\$7,000). The payment shall be made to the School Business Administrator with thirty (30) days of his/her last day of employment.

B: Vacation Days

Upon the School Business Administrator's separation from employment with the District, the Board will pay her a lump sum payment for a maximum of fifty (50) of his/her unused, accumulated vacation days as permitted pursuant to N.J.S.A. calculated as 1/260th of the School Business Administrator's annual salary at the time of separation from employment. Payment shall be made within thirty (30) days of the School Business Administrator's last day of employment.

C. Payment to Estate:

If the School Business Administrator dies before her Employment Contract year is completed, payment for her accumulated vacation days, in accordance with the formula set forth above, shall be made to her designated beneficiary, which she may select and alter at her decision. The School Business Administrator designates _____ as her beneficiary for such purposes. Payment for her unused sick leave is only payable to the employee upon retirement and therefore, shall not be made to her designated beneficiary.

5. Professional Liability

- A. The Board agrees that it shall defend, hold harmless, and indemnify the School Business Administrator/Board Secretary from any and all demands, claims, suits, actions, and legal proceedings brought against the School Business Administrator/Board Secretary in his official capacity as agent and/or employee of the Board, provided the incident arose while the School Business Administrator/Board Secretary was acting within the scope of her employment; and, as such, liability coverage is within the authority of the Board to provide under State law.
- B. If, in the good faith opinion of the School Business Administrator/Board Secretary a conflict exists as regards the defense to such claim between the legal position of the School Business Administrator/Board Secretary and the legal position of the Board, the School Business Administrator/Board Secretary may engage counsel, in which event the Board shall indemnify the School Business Administrator/Board Secretary for reasonable costs of legal defense as permitted by State law.

6. Professional Development

Membership Fees:

The Board shall pay 100% of the School Business Administrator/Board Secretary's membership fees to the New Jersey Association of School Business Officials, Hudson County Association of School Business Officials, and other professional associations that the School Business Administrator deems necessary to maintain and improve his professional skills with the approval of the Superintendent.

Expense Reimbursement:

The School Business Administrator/Board Secretary shall be entitled to attend annual conferences and professional development programs sponsored by New Jersey Association of School Business Officials, New Jersey School Boards Association, Hudson County Association of School Business Officials, and Hudson County Association of Chief School Administrators. The Board shall reimburse the School Business Administrator/Board Secretary for all fees and related travel expense consistent with NJSA 18A:11-12, NJAC 6A:23A-7, NJAC 6A:23A-3.1(e)3 and OMB circular.

7. **Termination of Employment Contract**

This Employment Contract may be terminated at any time by either party giving to the other sixty (60) days' notice in writing of intention to terminate.

8. **Savings Clause**

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

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

Date: 11/12/18 By: Beverly Vlietstra
Beverly Vlietstra
School Business Administrator/Board Secretary

WITNESS:
Date: 11/12/18 By: [Signature]

Date: 11/27/18 By: [Signature]
Richard Barsa
President, Weehawken Board of Education

WITNESS:
Date: 11/27/18 By: Robert Brown

