



State of New Jersey
DEPARTMENT OF EDUCATION

CHRIS CHRISTIE
Governor

KIM GAUDAGNO
Lt. Governor

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DAVID C. HESPE
Commissioner

TODD C. FLORA
Interim Executive County Superintendent

May 21, 2015

Ms. Stephanie Bilenker, Interim Superintendent
Plumsted Township School District
117 Evergreen Road
New Egypt, NJ 08533-1316

Dear Ms. Bilenker:

I have reviewed the employment contract for Sean Gately, School Business Administrator/Board Secretary, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2015 through June 30, 2016.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes.

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd C. Flora".

Todd C. Flora, MA. Ed., Ed. S.
Interim Executive County Superintendent
Ocean County

Cc: Sean Gately, School Administrator/Board Secretary

This Employment Contract is made and entered into this ___ day of _____, 2015, by and between the Plumsted Township Board of Education, with offices located at 117 Evergreen Road, New Egypt, New Jersey (hereinafter referred to as the "Board" or "District")

And

Sean Gately, (hereinafter referred to as "Business Administrator")

WHEREAS, the Board of Education desires to provide the Business Administrator with a written Employment Contract for services as Business Administrator and Board Secretary in order to enhance administrative stability and continuity in the business operations of the Board, and

WHEREAS, the Board and the Business Administrator believe that a written Employment Contract is necessary to describe, specifically, the relationship between the Board and the Business Administrator serving as Business Administrator and Board Secretary, and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the District, and

WHEREAS, the reference to Business Administrator is intended to refer to the performance of the duties of both Business Administrator and Board Secretary, and

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

1. TERM

The Board hereby employs, and the Business Administrator hereby accepts, employment as the Business Administrator and the Board Secretary for a term commencing July 1, 2015 through June 30, 2016.

2. DUTIES AND RESPONSIBILITIES

The duties to be performed by the Business Administrator shall be as set forth in applicable New Jersey Law, Statutes and Administrative Code; relevant sections of policies and administrative regulations heretofore or hereafter adopted by the Board and other appropriate duties as the Board may from time-to-time require.

The Business Administrator shall devote his time, attention and energy to the business of the District. All duties assigned to the Business Administrator should be appropriate to and consistent with the professional role and responsibility of the Business Administrator, and shall be set by Board policy and in the job description for the Business Administrator which may be modified from time to time, consistent with the intent set forth above.

The Business Administrator shall hold a valid and appropriate certificate to serve as Business Administrator/Board Secretary in the State of New Jersey during the term of this Contract.

3. COMPENSATION

During the term of this Employment Contract, including any extensions thereof, the Business Administrator shall not be reduced in compensation, including salary and benefits. Throughout this Employment contract the Business Administrator's per diem rate shall be calculated as 1/260th of his then-current annual salary.

A. Salary: The Board shall pay the Business Administrator an annual salary rate, one hundred forty eight thousand five hundred dollars (\$148,500.00), for the period of this Contract commencing on July 1, 2015 through June 30, 2016. This salary rate shall be paid to the Business Administrator in accordance with the schedule of salary payments in effect for other certified employees. Any amendments shall be in writing upon mutual agreement between the Board and the Business Administrator and shall be subject to all approval requirements of the Ocean County Executive County Superintendent of Schools required by N.J.S.A. Title 18A and public notices and public hearing required by N.J.S.A. 18A:11-11.

B. Benefits in Addition to Salary: The Board shall provide the Business Administrator, as part of his compensation, with the following annual benefits:

a. Vacation/Holidays: The Business Administrator shall receive twenty (20) work days of vacation annually with pay which days shall be exclusive of school holidays as well as the winter and spring recesses as set forth in the Board approved annual school calendar. Unused vacation days

may be accumulated and aggregated beyond the Contract year for a period up to one year where required by business demands.

The Business Administrator shall be permitted to take vacation days by notifying the Superintendent of Schools. The Superintendent's Office shall be responsible for maintaining written documentation of the Business Administrator's earned and accrued vacation days. In the event the Business Administrator retires or resigns during the Contract term, vacation days earned shall be paid on a pro-rated basis of one and two-thirds (1-2/3) days accrued per month. Under no circumstances may payment to the Business Administrator, upon separation from service or retirement, for unused vacation time exceed fifteen thousand dollars (\$15,000.00).

The Business Administrator shall be entitled to all holidays in the school year that are given to the certified teaching staff. In addition, the Business Administrator shall receive the following days as holidays: Independence Day (July 4) and Labor Day. In the event the Business Administrator is required to work on a given holiday, the Business Administrator shall be entitled to take another day off from work during the Contract term without loss of pay.

The Business Administrator shall be entitled to the winter and spring school recesses/breaks as and if provided in the Board approved annual school calendar. However, if the annual school election is to be held within seven (7) days before or seven (7) days after any school recess/break, the Business Administrator may, at the direction of the Board through notification from the Board President or the Superintendent of Schools, be required to work during the school recess/break and, if so directed, shall work during the school recess/break. In the event the Business Administrator is required and does work during the school recess/break, the Business Administrator shall receive compensatory time off from work on a day for day basis without loss of pay at a time acceptable to the Board.

In the event of the death of the Business Administrator, all accumulated earned and accrued vacation days shall be paid to the estate of the Business Administrator at the Business Administrator's then current per diem rate of pay (annual salary/260), not to exceed \$15,000.00.

b. Personal Leave: The Business Administrator shall be granted three (3) personal days with pay per year, prorated. If any personal days are unused at the end of a contract term, they shall be converted to sick days and shall be accrued for use during the term of subsequent employment of the Business Administrator.

c. Sick Leave: The Business Administrator shall receive twelve (12) sick days, prorated, leave annually. Up to two (2) sick days may be used as family illness days for the care of an immediate family member. The unused portion of sick days remaining at the end of the Contract year shall be cumulative in accordance with the provisions of N.J.S.A. Title 18A.

Upon retirement and notice to the Board, the Business Administrator shall be entitled to use those numbers of days of unused sick days for reimbursement, at the rate per day of annual salary divided by 260, provided the Business Administrator has a minimum five (5) years continual service in the district. Reimbursement for sick days upon retirement shall not exceed fifteen thousand dollars (\$15,000.00).

d. Bereavement Leave: The Business Administrator shall be entitled to bereavement leave in the event of the death of a member of his immediate family for up to five (5) days within a two week period commencing with the date of death without loss of pay. Immediate Family shall include grandfather, grandfather-in-law, step grandfather, grandmother, grandmother-in-law, step grandmother, father, father-in-law, mother, mother-in-law, wife, child, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, stepfather, stepfather-in-law, stepmother or stepmother-in-law. Up to one (1) school day within a two-week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew shall be allowed without

loss of pay. Extenuating circumstances regarding other individuals may be considered by the Superintendent on a case-by-case basis.

e. **Health Benefits:** The Board shall provide the Business Administrator with medical, prescription and dental insurance for individual and family coverage (dependent as defined in the current plan coverage to age 26). The Business Administrator shall be responsible for payroll deductions for the cost of health benefits under the provisions of Chapter 78, Public Law 2011. The Business Administrator may waive health coverage if the Business Administrator is covered through the health plan of the Business Administrator's spouse or domestic partner as domestic partner is defined by New Jersey statute, but only in accordance with procedures established by the Board, if such right to waive coverage has been established by the Board for other certified employees of the Board. Payment for waiving coverage shall be in the annual amount of \$3,500 for medical, \$1,000 for prescription and \$500 for dental.

f. **Membership Fees:** The Board shall pay the Business Administrator's membership fees and/or charges to the Business Administrators Association(s) and other professional/civic groups including but not limited to the IASBO, NJASBO and OCASBO, which he deems necessary to maintain or improve the Business Administrator's professional skill.

g. **Automobile Use Reimbursement:** In light of the unique nature of the responsibilities of the Business Administrator, the Business Administrator shall be reimbursed for actual mileage when using the Business Administrator's personal vehicle for Board business at the rate annually established by the New Jersey OMB Circular (the State rate). The Business Administrator shall follow Board policy in supplying the necessary documentation when seeking reimbursement.

h. **Professional Growth:** The Business Administrator shall also be entitled to reimbursement for expenses incurred for costs for participation in graduate courses or equivalent seminars, workshops, convocations, conferences and/or conventions which include the fall New Jersey School Boards Association Workshop and Convention and those conferences held by IASBO and NJASBO.

Such reimbursement shall comply with all applicable provisions of New Jersey statutory and regulatory provisions and guidance, including N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1, and with Board policy. Reimbursement or payment for hotel, meal and travel expenses shall be made in accordance with Board policies and shall be in compliance with the applicable Federal Office of Management and Budget (OMB) Circular and all applicable provisions of the New Jersey statutory and regulatory provisions and guidance, including N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1. Any amount that will cause the total membership fees and other costs per annum contemplated by this section to exceed five thousand dollars (\$5,000.00) will require specific, advance, formal Board approval.

i. Expense Reimbursement: The Business Administrator shall be reimbursed by the Board following submission of appropriate expense documentation for the payment of legitimate expenses or items purchased as needed to serve in his role as Business Administrator and/or Board Secretary.

j. Statutory Annuity Salary Reduction Program: The Business Administrator shall have the right at any time prior to the commencement of, or at any time during the Business Administrator's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127 et seq. and applicable tax laws, including Sections 403(b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

k. District Owned Equipment: The Business Administrator shall have the right to use such district owned office and personnel communication equipment, such as a district owned laptop computer, as may be necessary for the Business Administrator to perform the Business Administrator's functions. The Board acknowledges that such equipment may be used personally by the Business Administrator but with no expense to the Board. Any expense incurred by the Board for personal use by the Business Administrator shall be reimbursed to the Board by the Business

Administrator. The Business Administrator also acknowledges that any use by the Business Administrator shall not be for illegal purposes.

1. Documentation/Recordkeeping: The Business Administrator shall be responsible for filing a time off slip, in advance of the time off permitted in this Contract or immediately upon the return of the Business Administrator to the district in the event of an unplanned absence. The time off slip shall be filed with the Superintendent's Office each time any leave is taken. The Business Administrator shall periodically review the record of the Superintendent's Office to insure correctness.

4. INDEMNIFICATION

The Board of Education shall defend, hold harmless and indemnify the Business Administrator from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Business Administrator in his capacity as an agent and/or employee of the Board of Education and while the Business Administrator was acting within the scope of the Business Administrator's employment and, as such, liability coverage is within the authority of the Board to provide pursuant to N.J.S.A. Title 18A.

5. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by either party upon one hundred twenty (120) calendar days written notice subject to the tenure laws set forth in N.J.S.A. Title 18A.

6. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that the Open Public Records Act and case law interpreting it governs disclosure of personnel records. Pursuant to the Open Public Records Act, the only personnel information in connection with the Business Administrator's employment with the district which is deemed public is: (1) his name; (2) title; (3) salary; (4) payroll record; (5) length of service; (6) position; (7) date of separation from government service and reason; (8) amount and type of pension received; (9) data indicating conformity with specific experiential, education and medical qualification required for employment or receipt of public pension (exclusive of detailed medical or psychological information). All other information,

except as otherwise provided by law, is deemed confidential and shall not be released to the public absent a written release by the Business Administrator, or by a lawful order of a court of competent jurisdiction.

7. PERSONNEL RECORDS

The Business Administrator shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Business Administrator shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain and upon approval of the Superintendent of Schools, subject to the requirements of the New Jersey Open Public Records Act and the New Jersey Records Destruction Act, such documents identified by him shall be destroyed.

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

8. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal in Federal or State law, the remainder of this Employment Contract shall remain in force.

9. 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, then, unless otherwise prohibited by law, the terms of this Employment Contract shall control over the contrary provisions of the Board's policies or any permissive law during the term of the Contract.

10. 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 Business Administrator has approved the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Plumsted Township Board of Education at its meeting of _____, and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, they set their hand and seals to this Employment contract effective as of July 1, 2015.

WITNESS:

PLUMSTED TOWNSHIP
BOARD OF EDUCATION

By: _____
Sandra Soles, President

Sean Gately, Business Administrator