

## EMPLOYMENT CONTRACT

The Board of Education of the Nutley School District in the County of Essex with offices at 315 Franklin Avenue, Nutley, New Jersey hereinafter "Board," or "District" and Karen A. Yeamans, hereinafter "School Business Administrator" "SBA" or "the employee," hereby enter into this Employment Contract ("Employment Contract") for a one-year term beginning July 1, 2010, and terminating June 30, 2011.

**1. COMPENSATION**

The Board hereby employs the School Business Administrator at an annual salary of \$148,000. 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. 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 employee.

**3. WORKDAY**

(a) The work day for the School Business Administrator shall be similar to other administrative personnel except that it is understood that the School Business Administrator 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.

**4. PERFORMANCE**

The School Business Administrator agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies and directives.

**5. VACATION**

- (a) The School Business Administrator shall be entitled to 25 vacation days per school year.
- (b) If the School Business Administrator is unable to use his/her vacation leave in a given year due to business demands, any unused vacation leave may be carried over into the next year only consistent with *N.J.S.A. 18A:30-9*.

- (c) In determining vacation entitlement, Saturdays, Sundays, and legal holidays shall not be counted.
- (d) In the event that the School Business Administrator retires or resigns during the performance of this Employment Contract, vacation days shall be earned on a pro-rated basis.

## 6. HOLIDAYS

The School Business Administrator will observe a work year in accordance with the board adopted 12 month employee calendar.

## 7. PERSONAL LEAVE

The School Business Administrator shall be entitled to five (5) days of personal leave with pay in each school year for the conduct of personal business that the School Business Administrator is unable to conduct outside of the usual work day. Unused personal leave shall convert and accumulate to sick leave and be governed by Section #8.

## 8. SICK LEAVE

- (a) Sick leave is defined to mean the absence from the School Business Administrators post of duty because of personal disability due to illness, injury, other medical/dental reasons, or because the School Business Administrator 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.
- (b) The School Business Administrator shall be entitled to twelve (12) sick days per year with pay.
- (c) Unused sick days shall be cumulative and without limit. However, payment for unused sick leave shall be consistent with *N.J.S.A.* 18A:30-3.5.
- (d) Upon retirement and 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 the rate of \$ 125 per day for a maximum of 120 days (\$15,000).

## 9. BEREAVEMENT LEAVE

- (a) In the case of the death of a member of the immediate family (spouse, father, mother, brother, sister, child, father-in-law, mother-in-law) wherever domiciled, or any relative domiciled in the administrator's residence, no deduction in salary will be made for a period not to exceed (5) days.

- (b) In case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, or brother-in-law not domiciled in the same residence, no deductions in salary will be made for absence on the day of the funeral.

#### 10. **INSURANCE**

The Board shall provide the School Business Administrator with health insurance furnished by the existing carrier, which is the Direct Access Plan for family medical and prescriptions offered by Horizon Blue Cross Blue Shield of New Jersey (Horizon BCBSNJ). The School Business Administrator shall contribute 1.5% of her base salary to share in the cost of said health insurance.

The Board shall provide at their expense Horizon Blue Cross Blue Shield of New Jersey (Horizon BCBSNJ) Dental family coverage to the School Business Administrator.

#### 11. **AUTOMOBILE EXPENSES/TRAVEL**

- (a) The School Business Administrator shall be reimbursed for his/her actual mileage when using his/her personal vehicle for business purposes in accordance with Board policy, state law, state regulations and applicable OMB Circulars.

#### 12. **TERMINATION**

During the period of non-tenured status of the School Business Administrator, either party may terminate at their sole discretion this contract by giving 60 days' written notice of said termination to the other. Notice from the School Business Administrator shall be in writing to both the Board President and the Superintendent at the address set forth for the Board in this Employment Contract. If the School Business Administrator intends to retire she shall provide the Board with 180 days' written notice. Pursuant to law the parties hereto agree that in the event the School Business Administrator's certification is revoked, this contract is null and void as of the date of the revocation.

#### 13. **PROFESSIONAL ASSOCIATIONS**

The Board agrees to pay dues and fees on behalf of the School Business Administrator to ASBO International, NJASBO, ECASBO County Association, and any other organizations agreed to by the Board and School Business Administrator.

#### 14. **PROFESSIONAL DEVELOPMENT**

The School Business Administrator shall be entitled to attend the Annual Conference of the New Jersey Association of School Business Officials, the NJ School Board Workshop Conference and any other conference approved by the Superintendent and Board. In addition, the board agrees that the School Business Administrator may attend professional development programs sponsored by NJASBO, NJASA, NJSBA and any other professional associations agreed to by the Superintendent and Board. All fees and related travel costs

shall be reimbursed by the Board consistent with Board policy, state law, state regulations and applicable OMB Circulars.

**15. EVALUATION**

The School Business Administrator shall be evaluated by the Superintendent of Schools a minimum of three (3) times per year. Once tenure has been achieved the evaluations shall be not less than once annually. The evaluations shall be completed by April 30<sup>th</sup> of each year.

**16. OUTSIDE ACTIVITIES**

The School Business Administrator shall devote his/her time, attention and energy to the business of the school district. However, he/she may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities, which are of short-term duration, at his/her discretion. 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.

**17. TUITION REIMBURSEMENT**

In an effort to encourage the School Business Administrator to take courses that will improve his/her effectiveness and value to the District, the Board agrees to pay one hundred percent (100%) of the School Business Administrator's tuition charges and other course related fees for any coursework that the School Business Administrator elects to take, provided that the coursework relates to the School Business Administrator's position and responsibilities and that said course work and the tuition charges or other course related fees are approved in advance by the Board of Education.

**18. PAYMENT IN THE EVENT OF CONSOLIDATION OR A SHARED SERVICES AGREEMENT**

In the event that the School Business Administrator's services are deemed unnecessary because the District is consolidated into a Regional School District or the Board enters into shared services agreement with another school district during the term of this Employment Contract, the School Business Administrator shall be entitled to receive a separation payment equal to the lesser of three (3) months salary, or the remaining salary amount that is due under this Employment Contract.

**19. PROFESSIONAL LIABILITY**

- (a) The Board agrees that it shall defend, hold harmless, and indemnify the School Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the School Business Administrator in his/her individual

capacity or in his/her official capacity as agent and/or employee of the Board, provided that the incident arose while the School Business Administrator was acting within the scope of his/her employment, and where such liability coverage is within the authority of the Board to provide under state law.

- (b) The Board will provide the School Business Administrator with professional liability insurance paid by the Board.

20. **SEVERABILITY**

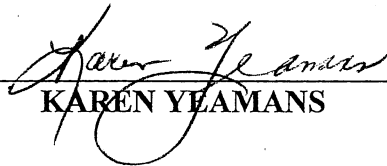
It is agreed that if any provision of this Employment Contract shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Employment Contract, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Employment Contract 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.

In Witness Whereof, the parties have hereunto set their hands and seals on the dates set forth below:

**SCHOOL BUSINESS ADMINISTRATOR**

**NUTLEY BOARD OF EDUCATION**

BY:

  
KAREN YEAMANS

BY:

\_\_\_\_\_  
KENNETH REILLY, President  
Nutley Board of Education

Date: 6-28-10

Date: