

## **EMPLOYMENT CONTRACT**

The Board of Education of Randolph Township Schools in the County of Morris with offices at 25 School House Road hereinafter "Board," or "District" and Stephen Frost, hereinafter "School Business Administrator" "SBA" or "the employee," residing in the County of Essex, and the Municipality of Montclair hereby enter into this Employment Contract ("Employment Contract") for a one-year term beginning on July 1, 2022 and terminating June 30, 2023.

### **1. COMPENSATION AND EMPLOYMENT**

- (a) The Board hereby employs the School Business Administrator at an annual salary of \$185,616.00 (one hundred eighty-five thousand six hundred sixteen dollars). 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.
- (b) The SBA shall be employed by the Board as its Business Administrator/Board Secretary. He is vested with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Revised Statutes and all other applicable laws and regulations, as well as in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a Business Administrator/Board Secretary.
- (c) The SBA accepts said appointment as Business Administrator/Board Secretary and represents that he will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract, including attendance at all meetings and school affairs required by the Superintendent or the Board.

### **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**

The workday for the School Business Administrator shall be similar to other administrative personnel. 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, including but not limited to, attendance at all Board meetings and other meetings of a professional nature as necessary to carry out his duties. Such employment shall be considered part of the contract and no additional remuneration shall be provided. The Board recognizes that the S.B.A. is aware of his responsibilities and does not desire to establish specific starting or ending times.

#### **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. CERTIFICATION**

The School Business Administrator represents that he is certified by the New Jersey State Board of Examiners to serve as a School Business Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this Agreement. Failure to do so shall render this Agreement null and void upon the date of suspension or revocation thereof.

#### **6. VACATION**

- (a) The School Business Administrator shall be entitled to 22 vacation days per school year in accordance with Board of Education Policy 4127. Vacation days may be taken with the prior approval of the Superintendent, which shall not be unreasonably withheld.
- (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 consistent with *N.J.S.A. 18A:30-9*, up to a maximum of 5 days.
- (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.

#### **7. HOLIDAYS**

The School Business Administrator shall be entitled to time off with pay on holidays detailed in Board of Education Policy 4127, including any floating holidays provided to other non-affiliated administrators.

#### **8. PERSONAL LEAVE**

- (a) The School Business Administrator shall be entitled to 4 days of personal leave with pay in each school year for the conduct of personal business that the SBA is unable to conduct outside of the usual workday. Terms and conditions for utilizing personal days are as described in Board of Education Policy 4217. The SBA shall be entitled to additional time off or virtual time as described in Board of Education Policy 4127.



- (b) If the SBA is selected for jury duty, the SBA shall formally request an exemption if school is in session. If the request is denied by the Court, the SBA will be compensated with no loss in pay and will not need to utilize vacation or personal time.

#### **9. 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 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 SBA's per diem rate, defined as annual salary divided by 260 days. In the event of the death of the SBA during the life of this Contract, payments due and owing to him for accrued and earned unused vacation and sick days shall be payable to his Estate. Sick leave is only payable upon retirement.

#### **10. INSURANCE**

The School Business Administrator shall be entitled to the following insurance benefits at the cost of the Board:

Enrollment in the District's hospitalization and medical insurance program, dental insurance program and prescription insurance program, including family coverage, if applicable. As the SBA was employed prior to July 1, 2020, he shall be entitled to enroll in any plan the Board offers. Contributions towards the cost of insurance premiums shall be the top-tier contribution requirements of P.L. 2011, c. 78, or those subject to P.L. 2020, c.44 as may be applicable. Should the SBA elect to enroll in a high-deductible health insurance plan, and in recognition of the significant cost savings to the Board, the Board shall fund the SBA's health savings account to the maximum allowed each year. Such contributions on behalf of the SBA shall immediately vest. Contributions shall be made each payroll, at a rate of 1/24 of the annual maximum.

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

In lieu of reimbursement for actual mileage on a per-mile basis, the Board agrees to provide a monthly vehicle allowance for regular business travel for the SBA's use of his personal vehicle within the District of \$125 per month. The Board further agrees to reimburse the SBA for his actual mileage for travel to professional events and activities outside of Randolph

subject to state law, state regulations and applicable OMB Circulars. Tax treatment of this benefit shall be consistent with IRS regulations.

## **12. TERMINATION**

This Contract may be terminated by either party by:

- i. Mutual agreement of the parties;
- ii. Unilateral termination by either party upon sixty (5) days written notice to the other;
- iii. Dismissal for neglect, misbehavior or other offense per *N.J.S.A.* 18A:17-2, et seq.;
- iv. The revocation or suspension of the SBA's certificate, at which time this contract shall automatically terminate and become null and void as of the date of suspension, revocation or loss of certification.

At the time this Contract commences, the SBA will have earned tenure as an Assistant Business Administrator with the District. In the event that the Board unilaterally terminates this Contract or fails to reappoint the SBA to the position of Business Administrator, the SBA retains all tenure rights, privileges and protections in the position of Assistant Business Administrator in the District.

## **13. PROFESSIONAL ASSOCIATIONS**

The Board agrees to pay dues and fees on behalf of the School Business Administrator to ASBO International, NJASBO, MCASBO, and any other organizations approved by the Superintendent. Payment shall be made directly to the organization where possible.

## **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 the Annual ASBO International Conference and any other conference approved by the Superintendent and Board, provided attendance at such conferences do not interfere with his duties in the District. In addition, the board agrees that the School Business Administrator may attend professional development programs sponsored by NJASBO, NJASA, NJSBA, MCASBO, and any other professional associations agreed to by the Superintendent or 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. 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.



## **16. TUITION REIMBURSEMENT**

In the event that the Board requires the School Business Administrator to take course work in order to maintain his position and in accordance with the requirements of N.J.A.C. 6A:23A-3.1(e)(15), the Board agrees to reimburse the School Business Administrator for the cost of tuition pertaining to such course, or to provide the course at no cost to the SBA. In an effort to encourage the SBA 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 SBA's tuition charges and other course related fees for any coursework, up to the current rate established by Rutgers University for graduate credits, that the SBA elects to take, provided that the coursework relates to the SBA's position and responsibilities and that same is approved in advance by the Superintendent, up to a maximum of twelve (12) credits per year. Courses taken must be for graduate courses leading to a graduate degree consistent with N.J.A.C. 6A:23A-3.1(e) 15. A grade of "B" or better is necessary for reimbursement. If the SBA benefits from the provisions of the graduate tuition reimbursement procedures contained herein, he shall continue as an employee of the Board of Education for the next two (2) subsequent years. Failure to do so shall require reimbursement to the Board in the amount of one-half (50%) after one year of employment and full reimbursement (100%) if less than one full year of employment after receipt of reimbursement.

## **17. TAX SHELTERED PLANS**

The Board shall make available tax-sheltered plans with which the SBA is able to participate. The Board will match the SBA's contribution up to 6% of the SBA's annual salary. The Board match will vest at 20% per year over a five (5) year period. The Board match will be fully vested on the date of the SBA's five (5) year anniversary of employment with the district.

## **18. COMPUTER AND MOBILE PHONE**

The Board shall provide the SBA with a laptop computer for school related purposes. It shall remain the property of the Board. The Board shall reimburse the employee the amount of \$75.00 per month (up to a maximum of \$900.00 per year) for personal cell phone usage for Board of Education-related business (i.e., availability on weekends, after school events, security issues, emergencies, etc.), which shall not constitute additional compensation to the employee. Any additional technology device(s) provided to the employee at the Board's discretion shall remain the property of the Board and the employee agrees to abide by all Board policies and procedures governing same.

## **19. EVALUATION**

The Superintendent shall evaluate the performance of the SBA at least once a year. All evaluations shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. The annual summative evaluation shall be, at a minimum based on the goals and objectives of the SBA, and the responsibilities delineated in his job description, and such other criteria as

the State Board of Education shall by regulation prescribe. The SBA and Superintendent shall meet to discuss the evaluation.

**20. INDEMNIFICATION**

The SBA shall be indemnified by the Board in accordance with New Jersey law.

**21. RIGHT TO LEGAL COUNSEL**

The SBA acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent him in the matter. However, the SBA shall have the right to contact the Board attorney for legal assistance on all other matters as the need arises in carrying out his duties.

**22. NEW JERSEY LAW**

This Contract shall be construed in accordance with the provisions of the laws of New Jersey.

**23. AMENDMENTS OR MODIFICATIONS**

This Contract may not be modified or amended except by mutual agreement of the parties incorporated in writing and signed by both parties. Any changes/modifications must have approval of the Executive County Superintendent of School prior to Board approval.

**24. 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.


**25. ENTIRE CONTRACT**

This Contract contains the entire understanding of the parties. It is subject to approval by the Board of Education.

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

For the Board:

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Ron Conti  
Board President

School Business Administrator:

  
\_\_\_\_\_

Dated: 6/21/22

Witness:

Dated: 6/21/22

  
\_\_\_\_\_  
\_\_\_\_\_



## Detailed Statement of Contract Costs

On Roll Students as of 10-15-21 : 4374

[illegible]





STATE OF NEW JERSEY  
DEPARTMENT OF EDUCATION  
MORRIS COUNTY OFFICE  
P.O. Box 900  
30 SCHUYLER PLACE – 3<sup>RD</sup> FLOOR  
MORRISTOWN, NEW JERSEY 07963-0900  
PHONE: 973-285-8332  
FAX: 973-285-8341

PHILIP D. MURPHY  
GOVERNOR

SHEILA Y. OLIVER  
LT. GOVERNOR

ANGELICA ALLEN-MCMILLIAN Ed.D.  
ACTING COMMISSIONER

TIMOTHY PURNELL Ed.D.  
INTERIM EXECUTIVE COUNTY  
SUPERINTENDENT

June 16, 2022

Ms. Jennifer Fano  
Superintendent of Schools  
Randolph Township School District  
25 School Avenue  
Randolph, New Jersey 07869

Dear Ms. Fano:

I have reviewed the employment contract for Stephen Frost, Business Administrator/Board Secretary, in accordance with N.J.A.C. 6A: 23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2022 through June 30, 2023.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

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

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

Please submit a signed copy of the contract to my office within 10 days of its approval.

Sincerely,

  
Timothy Purnell, Ed.D.  
Interim Executive County Superintendent

c: Ronald Conti, Board President

**BOARD OF EDUCATION  
TOWNSHIP OF RANDOLPH  
MORRIS COUNTY, NEW JERSEY**  
as recorded in the official minute book

The Board of Education of the Township of Randolph in the County of Morris, New Jersey, convened in public session on June 16, 2022, at 6:36 pm at Randolph Middle School, 507 Millbrook Avenue, Randolph, New Jersey.

**Ronald Conti – President  
Allison Manfred and Christine Petrat - Co-Vice Presidents**

**BOARD MEMBERS PRESENT:**

Ms. Susan DeVito, Mr. Thomas Duffy, Mr. Michael Giordano, Ms. Tammy MacKay, Ms. Dorene Roche, Ms. Jeanne Stifelman, Ms. Allison Manfred, and Ms. Christine Petrat. Board President Ronald Conti was absent.

**Pursuant** to the recommendation of the Superintendent of Schools, and on behalf of the Personnel Committee, Board Co-Vice President Christine Petrat moved a motion seconded by Board member Susan DeVito and unanimously carried by a roll call vote to approve Personnel Motions 15.1 – 15.9 with an exception. Board President Ronald Conti was absent. Motions passed.

**15.3 Appointments**

**A. Administrative Staff**

1. BE IT RESOLVED, that the Randolph Board of Education approve a one year contract for Stephen Frost, Business Administrator/Board Secretary, from July 1, 2022 through June 30, 2023, as reviewed and approved by the Executive County Superintendent.

<b>ROLL CALL VOTE:</b>	<b>AYES:</b>	<b>8</b>
	<b>NO:</b>	<b>0</b>
	<b>ABSTAIN:</b>	<b>0</b>
	<b>ABSENT:</b>	<b>1</b>

**STATE OF NEW JERSEY)  
COUNTY OF MORRIS) ss**

I, Stephen Frost, Board Secretary, of the Board of Education of the Township of Randolph, in the County of Morris, State of New Jersey, hereby certify that the foregoing extract from the minutes of the meeting of June 16, 2022, has been compared by me with the original minutes as officially recorded in my office in the minute book of said Randolph Township Board of Education and is a true, complete copy thereof and of the whole of said original minutes so far as the same relates to the subject matter referred to in said extract in witness I have hereunto set my hand and affixed the corporate seal of said Board of Education this 17<sup>th</sup> day of June, 2022.

**SEAL**

  
\_\_\_\_\_  
Stephen Frost, Board Secretary