

RECEIVED
SUPT. OF SCHOOLS
APR 14 2022
PEQUANNOCK TWP. BOARD OF
EDUCATION

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MORRIS COUNTY OFFICE
P.O. Box 900
30 SCHUYLER PLACE – 3RD 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

April 11, 2022

Mr. Michael Portas
Superintendent of Schools
Pequannock Township School District
538 Newark Pompton Turnpike
Pompton Plains, New Jersey 07444

Dear Mr. Portas:

I have reviewed the employment contract for Gordon Gibbs, School 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,

A handwritten signature in black ink, appearing to read "Timothy Purnell".

Timothy Purnell, Ed.D.
Interim Executive County Superintendent

c: Joseph Blumert, Board President

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 1st day of July, 2022, by and between the **PEQUANNOCK BOARD OF EDUCATION**, with offices located at 538 Newark Pompton Turnpike, Pompton Plains, NJ 07444 (hereinafter the "Board")

and

GORDON GIBBS, whose position is to be the School Business Administrator/Board Secretary (hereinafter "Business Administrator").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment between the Board and the Business Administrator as well as agreement to the terms herein.

WHEREAS, the Board and the Business Administrator believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Mr. Gibbs the position of Business Administrator effective July 1, 2022, and he has accepted the Board's offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on April 11, 2022 and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Gordon Gibbs as the Business Administrator of the Pequannock Board of Education ("Board") for the period beginning July 1, 2022 and expiring at midnight on June 30, 2023.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. **Certification:**

The Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Business Administrator/Board Secretary. In the event the Business Administrator's certificate issued by the Department of Education is revoked, this Contract is null and void as of the date of the certificate revocation.



The Business Administrator further agrees to comply with all other legal requirements respecting the employment of a Business Administrator.

B. Duties:

The duties and responsibilities of the Business Administrator shall include those prescribed by statute, code, and the Board-approved job description. The Board's job description for Business Administrator is specifically incorporated herein, by reference as describing the Business Administrator's duties.

3. **PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR**

The Board and the Business Administrator recognize the value to the District of the continuing professional growth and development of the Business Administrator. The Board encourages the continuing professional growth of the Business Administrator through his participation as he and the Superintendent might decide, in light of his professional responsibilities as the Business Administrator, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, county, and state professional associations during the school day where necessary, upon written request to, and the prior approval of the Superintendent, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Business Administrator.

Expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Business Administrator's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent and the Board. The Business Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

A. **Salary:**

The Board shall pay the Business Administrator an annual salary of One Hundred Fifty Two Thousand Dollars (\$152,000), for the period July 1, 2022-June 30, 2023. This annual salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees. Any changes/modifications to this Contract of Employment must have the prior approval of the Executive County Superintendent of Schools.

The annual salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees.

B. **Other Provisions:**

During the term of this Contract of Employment, including any extension thereof, the Business Administrator shall not be reduced in compensation, including salary and benefits, except as otherwise provided by law. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, shall not be deemed that the Board and the Business Administrator have entered into a new Contract of Employment, and shall, if required, obtain the prior approval of the Executive County Superintendent.

5. **BENEFITS**

A. **Vacation Days/Holidays:**

The Business Administrator shall be entitled to the following fourteen (14) holidays or their observed equivalent:

Independence Day	New Year's Day
Labor Day	Martin Luther King Birthday
Columbus Day	Presidents' Day
NJEA Convention (2)	Good Friday
Thanksgiving (2)	Memorial Day
Christmas Bye	Christmas Day

The Business Administrator shall be granted twenty-four (24) vacation days annually, calculated and prorated on an annualized basis. If the Business Administrator does not complete the Contract of Employment year, the number of days shall be prorated at 2 vacation days per month for completed months of service.

The Business Administrator shall be entitled to a vacation carry-over privilege, which will permit the carry-over of up to seven (7) days of unused vacation entitlement per year. Any vacation days that are carried over from the previous year that are not used shall be forfeited.

The Business Administrator shall be required to report to work during Christmas break and



Spring recess or vacation days may be used.

For the purpose of payment for unused vacation days at the time of separation from service with the District, the Business Administrator shall only be entitled to payment for two (2) vacation days for each month worked, in addition to payment for any vacation days carried over from the previous year, and in accordance with the provisions of Article 6B of this Contract of Employment.

B. Personal Days:

For the 2022-2023 school year, the Business Administrator shall be provided with two (2) non-cumulative days of leave with full pay for such personal business as cannot be transacted outside of working hours for personal or family emergencies. One (1) unused personal day may be converted to a sick day if not used by June 30th of the Contract of Employment year.

Except in cases of emergency, the Business Administrator shall notify the Superintendent, in advance, when utilizing personal days.

C. Bereavement Leave:

The Business Administrator shall be granted up to five (5) days leave of absence with full pay for each death of a spouse, child(ren), father, mother, or other person residing in his household.

Up to three (3) days leave of absence with full pay for each death of a brother, sister, grandparent, mother-in-law and/or father-in-law.

One day for the death of the Business Administrator's other relatives.

D. Jury Duty:

In case of required jury duty, the Business Administrator shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay.

E. Legal:

In case of required job-related appearance in court of law involving the Business Administrator, he shall be granted time off without reduction in pay.

F. Health Benefits:

The Board shall provide health benefits coverage, including medical benefits, dental benefits, and a prescription plan, for the Business Administrator, a spouse, and dependents. The Business Administrator shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of medical benefit premiums. The contribution shall be made through payroll deduction.

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The Board reserves the right to transfer the health insurance coverage to other companies but agrees that if this is done the coverage shall be equal to or better than that presently existing.

The Board will pay premiums for the employee portion of dental insurance coverage, subject to a premium cap of \$475.00 for the Business Administrator per year. Costs above the premium cap and costs associated with dependent dental coverage are the Business Administrator's responsibility. If the Business Administrator selects dental insurance coverage but waives medical insurance coverage or is otherwise not eligible for medical insurance coverage, the Business Administrator's selection of dental insurance coverage is subject to the Business Administrator's payment of Chapter 78 premium payments.

No insurance payments shall be made for an employee after the effective date of the Business Administrator's resignation from employment with the District.

The Business Administrator may voluntarily waive health benefit coverage if the Business Administrator elects to waive health benefits, she must provide written representation of alternate insurance coverage to the Board. If the Business Administrator chooses to waive health benefits, she voluntarily waives the health benefits set forth in Paragraph A and shall be entitled to receive 25% of the premium cost saved by the Board of the program in which the administrator is eligible, up to a maximum payment of \$5,000. Payment will be made on June 30th.

G. Sick Leave:

The Business Administrator shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis. All sick days shall be available to the Business Administrator at the start of the Contract of Employment. If the Business Administrator does not complete a Contract of Employment year, the number of days shall be prorated at one (1) sick day per month for completed months of service.

The unused portion of such sick leave, at the end of any school year, shall be cumulative. The Board of Education will provide Business Administrator with written notice of accumulated sick leave by September 30 of the school year.

Upon initial employment with the District, the Business Administrator received a sick leave bank of thirty-three (33) accumulated sick days to be used in the event of illness or injury. The thirty-three (33) sick days shall be excluded from the Business Administrator's accumulation of sick days for retirement compensation purposes as set forth at Article 6A of this Contract of Employment. Such thirty-three (33) sick days shall only be used by the Business Administrator in the event of illness, and such days shall reduce in number on a one-for-one basis as the Business Administrator earns sick days at the Pequannock School District.

H. Membership Fees:

Upon the prior approval of the Superintendent and the Board, the Board shall pay one hundred percent (100%) of the Business Administrator's membership fees and/or charges to the following: Association of School Business Officials (ASBO) International,

NJASBO, and Morris County ASBO.

I. Expense Reimbursement:

The Board shall reimburse the Business Administrator for expenses incurred for travel and sustenance in the performance of the Business Administrator's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Business Administrator shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to and from the Business Administrator's residence to the district.

J. Personal Notebook Computer:

The Board shall provide the Business Administrator with a personal notebook computer which shall be used to carry out the Business Administrator's duties under the terms and conditions of this Contract of Employment. The personal notebook computer shall remain the property of the District and shall be returned to the District upon the Business Administrator's separation from service.

6. SEPARATION FROM SERVICE:

Upon the Business Administrator's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

The parties agree that, upon retirement, payment by the Board to the Business Administrator for his accumulated, unused sick days shall be made within thirty (30) days of his last day of employment.

B. Accumulated Unused Vacation Days:

Upon the Business Administrator's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Business

by the Board to the Business Administrator for his unused vacation days shall be made within thirty (30) days of his separation from employment with the District.

C. Payment to Estate:

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If the Business Administrator dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Business Administrator shall be made to his estate in accordance with law.

7. EVALUATION

The Superintendent shall evaluate the performance of the Business Administrator in accordance with law, as same applies to a non-tenured employee. Annual performance goals shall be established and will be evaluated by the Superintendent of Schools.

8. TERMINATION OF CONTRACT OF EMPLOYMENT

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Business Administrator upon sixty (60) days written notice to the Board. The Board may agree to a lesser period of time if so requested by the Business Administrator;
- C. Unilateral termination by the Board upon sixty (60) days written notice to the Business Administrator;
- D. Actions consistent with law; or
- E. In the event that the Business Administrator's certificate is revoked, this Contract shall become null and void as of the date of revocation.

9. PROFESSIONAL LIABILITY

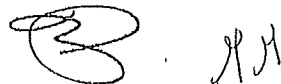
Pursuant to State Law, the Board agrees that it shall defend, hold harmless, and indemnify the Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity as an agent and/or employee of the Board, provided that the incident arose while the Business Administrator was acting within the scope of his employment, and where such liability coverage is within the authority of the Board to provide under State law.

10. COMPLETE AGREEMENT

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

11. MODIFICATION

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive

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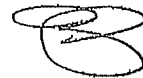
County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment.

12. **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

13. **SAVINGS CLAUSE**

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



WHEREAS, the Business Administrator approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of April 11, 2022 said action having been made a part of the official minutes of that meeting.

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

Sallyann McCarty
Witness:

Gordon Gibbs
Gordon Gibbs
School Business Administrator/Board
Secretary

Wt WCIQ
Witness:

Joseph Blument
President
BOARD OF EDUCATION

[Signature] MS


SCHOOL BUSINESS ADMINISTRATOR

Detailed Statement of Contract Costs

District: Pequannock Township	
Name: Gordon Gibbs	
Title: School Business Administrator/Board Secretary	
District Grade Span: K-12	
Roll Students as of 10-15-21: 2,107	
	2022-23
Salary	\$ 152,000
Contracted Services	\$ -
Levity	\$ -
TOTAL ANNUAL SALARY	\$ 152,000
Additional Salary	
Incentive Merit Goals	\$ -
Merit Goals	\$ -
Additional Compensation - Describe:	\$ -
Total Additional Salary	\$ -
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 152,000
Board Contribution for Cost of Premiums for:	
Health Insurance	\$ 31,207
Life Insurance	\$ -
Dental Insurance	\$ 1,477
Long Term Disability Insurance	\$ -
Other Insurance - Describe:	\$ -
Level of Benefits	\$ -
Section 125 Plan Reimbursements - Describe:	\$ -
Board Cost of Premiums	\$ 32,684
Employee Contribution to Premiums as per Law	\$ 10,944
TOTAL HEALTH BENEFITS COMPENSATION	\$ 21,740
Other Compensation	
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,200
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 2,000
Relocation Reimbursement	\$ -
Printing Expenses - Describe:	\$ -
Professional/State/County/Local/Other Dues	\$ 2,500
Subscriptions	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -
Computer for Home use, including supplies, maintenance, Internet	\$ 3,000
Other - Describe: Professional Liability Insurance & Bond Insurance	\$ -
TOTAL OTHER COMPENSATION	\$ 8,700
Sick and Vacation Compensation	
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 7,015
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 4,092
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ 11,107
TOTAL CONTRACT COST	\$ 199,547

Revised 4/16/20

GORDON GIBBS
SCHOOL BUSINESS ADMINISTRATOR



JG