



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MORRIS COUNTY OFFICE
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ANGELICA ALLEN-MCMILLIAN ED.D.
ACTING COMMISSIONER

NANCY H. GARTENBERG ED.D.
*EXECUTIVE COUNTY
SUPERINTENDENT*

PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LT. GOVERNOR

May 15, 2023

REVISED

Ms. Jennifer Fano
Superintendent of Schools
Randolph Township School District
25 School House Road
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, 2023 through June 30, 2024.

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 the 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 blue ink, appearing to read "Nancy H. Gartenberg".

Nancy H. Gartenberg, Ed.D.
Interim Executive County Superintendent

c: Ronald Conti, Board President
Kevin Bullock, Director of Human Resources

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, 2023 or sooner depending on circumstances and terminating June 30, 2024.

1. COMPENSATION AND EMPLOYMENT

- (a) The Board hereby employs the School Business Administrator at an annual salary of \$191,407.00 (one hundred ninety-one thousand four hundred seven 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 the Business Administrator upon sixty (60) days written notice to the Superintendent.
- iii. Unilateral termination by the Board, upon the recommendation of the Superintendent upon sixty (60) days written notice to the Business Administrator until he acquires tenure in that position at which point, tenure dismissal may occur 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.

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 time, attention and energy to the business of the school district. However, he may engage in other activities with approval of the Superintendent. 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. It is understood that the School Business Administrator's other activities cannot impact his obligations under this agreement.

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 in accordance with the district's 403(b) plan document. 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:

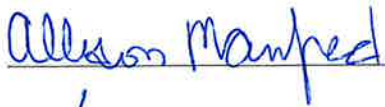
Dated: 5/14/23




Ron Conti
Board President

School Business Administrator:


Dated: 5/16/23

Witness:




Dated: 5/16/23

SCHOOL BUSINESS ADMINISTRATOR

Detailed Statement of Contract Costs

District: Randolph Township Schools

Name: Stephen Frost

Job Title: School Business Administrator/Board Secretary

District Grade Span: K-12

On Roll Students as of 10-15-22 : 4227

	2022-23	2023-2024	Difference	% Inc
Salary				
Salary	\$ 185,616	\$ 191,407	\$5,791	3.12%
Subcontracted Services	\$ -	\$ -		
Longevity	\$ -	\$ -		
TOTAL ANNUAL SALARY	\$ 185,616	\$ 191,407	\$5,791	3.12%
Additional Salary				
Quantitative Merit Goals	\$ -	\$ -		
Qualitative Merit Goals	\$ -	\$ -		
Additional Compensation - Describe:	\$ -	\$ -		
Total Additional Salary	\$ -	\$ -		
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 185,616	\$ 191,407	\$5,791	3.12%
Board Contribution for Cost of Premiums for:				
Health Insurance	\$ 9,776	\$ 10,176	\$400	4.09%
Prescription Insurance	\$ -	\$ -		
Dental Insurance	\$ 617	\$ 519	(\$98)	-15.88%
Vision Insurance	\$ -	\$ -		
Disability Insurance	\$ -	\$ -		
Other Insurance - Describe: Health Spending Account	\$ 3,900	\$ 4,200	\$300	7.69%
Waiver of Benefits	\$ -	\$ -		
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -		
Board Cost of Premiums	\$ 14,293	\$ 14,895	\$602	4.21%
Employee Contribution to Premiums as per Law	\$ 3,638	\$ 3,743	\$105	2.90%
TOTAL HEALTH BENEFITS COMPENSATION	\$ 10,655	\$ 11,152	\$497	4.66%
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 4,000	\$ 4,000	\$0	0.00%
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 2,500	\$ 2,500	\$0	0.00%
Tuition Reimbursement	\$ -	\$ -		
Mentoring Expenses - Describe:	\$ -	\$ -		
National/State/County/Local/Other Dues	\$ 1,600	\$ 1,600	\$0	0.00%
Subscriptions	\$ -	\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 900	\$ 900	\$0	0.00%
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -		
Other - Describe: 403B matching	\$ 11,137	\$ 11,484	\$347	3.12%
TOTAL OTHER COMPENSATION	\$ 20,137	\$ 20,484	\$347	1.73%
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$0	0.00%
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 34,982	\$ 36,073	\$1,091	3.12%
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ 49,982	\$ 51,073	\$1,091	2.18%
TOTAL CONTRACT COST	\$ 266,390	\$ 274,116	\$7,726	2.90%

Revised 6/10/22