

**SWEDESBORO-WOOLWICH SCHOOL DISTRICT
BOARD OF EDUCATION**

EMPLOYMENT CONTRACT

The Board of Education of the Swedesboro-Woolwich School District, with offices located at 15 Fredrick Boulevard, New Jersey 08085, hereinafter “**Board**” and Robert O. Miles, III, 103 North Cummings Avenue, Glassboro, New Jersey 08028, hereinafter “**School Business Administrator/Board Secretary**” (SBA/BS) believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as the SBA/BS fulfills his duties as outlined.

1. TERM:

The Board, in consideration of the promises herein contained of the SBA/BS, hereby employs, and the SBA/BS hereby accepts employment as the SBA/BS for a term commencing July 1, 2023, and expiring midnight, June 30, 2024. Revocation of Certificate makes the contract null and void as of that date [NJSA 18A:17-15.1; NJAC 6A:23A-3.1(e)15].

2. RESPONSIBILITIES:

All duties assigned to the SBA/BS by the Board and the Superintendent should be appropriate to and consistent with the professional role and responsibility of the SBA/BS and shall be set by Board policy, which may be modified by mutual agreement from time to time, consistent with the intent set forth above. In the event the duties of the SBA/BS increase during the term of this employment contract by e.g., taking on the duties or title of another position, the Board will increase his annual salary commensurate with the increased duties and responsibilities, subject to Executive County Superintendent approval and subject to hearing for amended contracts.

The parties agree that the SBA/BS shall attend all Board meetings and committee meetings of the Board unless informed in writing that he is not needed. The parties also agree that the Board shall not hold any discussions regarding the SBA/BS’s employment, unless the SBA/BS is given written notice at least forty-eight (48) hours in advance, is permitted to be present during such discussions, is given the opportunity to address the Board, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions regarding the SBA/BS’s performance, or that may adversely affect the SBA/BS’s employment, in public session, unless the SBA/BS requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

3. COMPENSATION:

During the term of this employment contract, including any extension thereof, the SBA/BS shall not be reduced in compensation, including salary and benefits. In no event shall the SBA/BS's salary, leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided to any other employee in the district. Any adjustment in salary made during the life of this employment contract shall be in the form of an amendment and shall become part of this employment contract, but it shall not be deemed that the Board and the SBA/BS have entered into a new employment contract. All amendments, modifications or changes to this contract must first be submitted to the Executive County Superintendent for review and approval prior to any Board of Education action and are subject to the public notice and public hearing requirements pursuant to N.J.S.A. 18A:11-11. The workday for the SBA/BS shall be like other administrative personnel except that it is understood that the SBA/BS is employed for specific tasks and is expected to work beyond the regular workday to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

A. SALARY

The Board shall provide the following salary as part of the SBA/BS's compensation:

1. Initial Salary

The Board shall pay the SBA/BS an annual salary of One Hundred Twenty Three Thousand Eight Hundred Dollars (\$123,800.00) for the 2023-2024 school year. This annual salary rate shall be paid to the SBA/BS in accordance with the schedule of salary payments in effect for other certified employees.

2. Longevity

The Board shall pay the SBA/BS an additional amount for longevity in the district according to the following schedule:

10-14 Years: Seven Hundred Fifty Dollars (\$750.00)

15-19 Years: Thirteen Hundred Dollars (\$1300.00)

20-24 Years: Eighteen Hundred Dollars (\$1800.00)

Over 25 Years: Two thousand two hundred fifty (\$2250.00)

3. Salary Deductions

Salary deductions shall include compulsory federal and state taxes and those required by TPAF. The Board also agrees to make additional salary deductions at the request of the employee.

4. Stipend

The Board shall pay the SBA/BS a \$3,500.00 stipend to assume the roles and responsibilities of District Grant Coordinator (ESSA) and District Safety Specialist. Both

roles will require maintenance by annual training and execution of tasks and to take effect in the first full school year after the yearlong training is completed. Any administrator in the district may apply yearly to assume this responsibility.

B. LEAVES

The Board shall provide the following leaves as part of the SBA/BS's compensation:

1. Vacation

The SBA/BS shall be granted twenty (20) vacation days annually, all of which shall be available to the SBA/BS on July 1st of each year. Twenty-five (25) vacation days are provided after twenty (20) years as an administrator in the district has been achieved. In determining vacation entitlement, Saturdays, Sundays, and legal holidays shall not be counted. The SBA/BS shall be permitted to take the vacation days at any time provided, however, the SBA/BS may not use vacation time during the first week during which school is open and the last full week immediately preceding the closing of school; provided further that the SBA/BS may not utilize more than five consecutive vacation days during the school year without Superintendent approval. The SBA/BS shall be permitted to carry over up to ten (10) unused vacation days into the next year only. If the situation arises where it is required that additional vacation days be carried over, the Superintendent will have to approve the request. All vacation days carried over must be used in the next year or those days will be forfeited. The Board, through the Superintendent, shall be responsible for maintaining written documentation of the SBA/BS's earned and accrued vacation days. The SBA/BS will be paid for unused vacation days at the time of separation or retirement from the district and will be calculated at the per diem (1/260th) of the most recent contracted salary. In the event of death prior to retirement, all accumulated unused vacation days shall be paid to the School Business Administrator/Board Secretary's estate or beneficiaries.

2. Sick Leave

Sick leave is defined to mean the absence from the SBA/BS's post of duty because of personal disability due to illness, injury, or because the SBA/BS 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.

The SBA/BS shall be allowed twelve (12) sick days per year with pay. The unused portion of such leave, at the end of the year shall be cumulative without limit.

Upon retirement, early or otherwise, from the district, Administrators with at least ten (10) years of administrative service (*) in the Swedesboro-Woolwich School District will be reimbursed at a rate of one hundred dollars (\$100.00) per day for unused sick days up to a maximum of fifteen thousand dollars (\$15,000.00). Payment for deferred retirements will be paid in accordance with this Article after the actual effective date of the retirement.

3. Holidays

The SBA/BS shall be entitled to time off with pay on all holidays noted in the district calendar. In addition, the SBA/BS will be entitled to such other days off with pay as are established in the Twelve-Month Staff Calendar, and as approved by the Board.

4. Personal Leave

The SBA/BS shall be entitled to three (3) days of personal leave with pay in each school year to tend to personal business that the SBA/BS is unable to conduct outside of the usual workday. All unused personal days per year shall be converted to sick leave days each school year to be carried over cumulatively the succeeding year.

5. Family Leave

The SBA/BS will have rights to leave under State and Federal family and medical leave laws.

6. Floating Holiday

The SBA/BS shall have a floating holiday to be taken preferably when students are not in session. This day is subject to the approval of the Superintendent and should be identified as much in advance of the date as possible.

7. Consulting/Additional Work

Consulting, presenting, and/or additional work is permitted with advanced approval from the BOE. Stipends and honorariums paid for work conducted during scheduled workdays/hours, requires a vacation day.

C. PAYMENT AND EXPENSES FOR TUITION

The Board will reimburse administrators 100% of the cost of tuition, fees, and books up to a maximum of \$3,000 per employee each year respectively and part-time administrators, which include the aforementioned, a percentage of these figures (i.e. 1/5 to 1/4) per school year for college courses at a duly accredited academic institution provided:

1. The course must be for current or future job responsibilities and must be approved by the Superintendent prior to the time it is taken.

2. The graduate course is successfully completed and evidence to this effect is submitted to the Superintendent. To receive reimbursement, the eligible persons must have received a grade of "B" or better.
3. Evidence of institutional accreditation, as determined by the NJ Department of Education, the cost, and charges (i.e. checks, receipts, etc.) must be presented upon application for reimbursement. Failure to do so will result in a denial of reimbursement.
4. Tuition reimbursement shall be based on the rate paid by the administrator.

Course Completion Date Reimbursement

Summer Semester (courses taken June, July, August) October 15

Fall Semester (courses taken September-December) February 15

Spring Semester (courses taken January-June) June 30

5. Any eligible persons receiving tuition reimbursement must complete one year of employment with the district following the receipt of reimbursement. If the person does not complete one year of employment with the district following receipt of reimbursement and becomes employed in another educational institution within 35 miles of the District, then the person will reimburse the district 50% of the preceding year's reimbursement. For example, if a person receives reimbursement for a course(s) on February 15 and is no longer employed by the district on the following February 15 then 50% of the reimbursement received by the person will be paid back to the district.

In the case where an administrator applies for a position within the District but is denied that position for which the administrator's degree and/or certification was paid for under this provision, the administrator will not be required to pay back the District.

6. Each administrator may opt to attend a national or international conference in lieu of requesting tuition reimbursement. For each administrator who chooses to use this option, the Board shall pay and/or reimburse each administrator up to Three Thousand Dollars (\$3,000.00) dollars per contractual year. Attendance requires Superintendent pre-approval and also subject to Executive County superintendent approval.

D. HEALTH BENEFITS

1. Pursuant to applicable law and regulation, the SBA/BS shall contribute an amount toward payment of premiums. Also, with respect to employer contributions, for SHBP employers, the cost of coverage is the cost of medical and prescription coverage. For non-SHBP employers, the cost of coverage includes all health care benefits (medical, prescription, dental, vision, etc.) The Board shall provide the SBA/BS with individual or family health, prescription, and vision benefits coverage which is the same as offered to other administrative staff. The SBA/BS shall contribute towards the cost of his benefits in

accordance with N.J.A.C. 6A:23A-3.1. In no case shall the SBA/BS pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 and P.L. 2020 c. 44, which shall be made through payroll deductions. In no case shall the SBA/BS pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391). The SBA/BS shall pay seven and two-tenths percent (7.2%) of the gross salary through payroll deduction.

2. Pursuant to existing Board policies and practices, the SBA/BS may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The SBA/BS will be paid the lesser of twenty-five percent (25%) or Five Thousand Dollars (\$5,000.00) of the cost of said coverage for waiving such coverage.

E. DENTAL INSURANCE

The Board will provide the cost of dental insurance for the SBA/BS and his dependents.

F. FLEXIBLE SPENDING ACCOUNT

The Board will provide a flexible medical spending account, to be funded by the SBA/BS with pre-tax dollars, consistent with its practice regarding other 12-month administrative staff.

G. DISABILITY

The Board will provide the cost of a long-term disability plan for the SBA/BS. This benefit does not supplement or duplicate other benefits that are otherwise available to the employee by operation of law or existing group plan (N.J.A.C. 6A:23A-3.1(e)(7)), or does not reimburse or pay for employee contributions that are either required by law or by a contract in effect in the District with other employees N.J.A.C. 6A:23A-3.1(e)(5)).

H. LEGAL LIABILITY INSURANCE

The Board agrees that it shall defend, hold harmless, and indemnify the SBA/BS from all demands, claims, suits, actions, and legal proceedings brought against the SBA/BS in his official capacity as agent and employee of the Board, provided the incident arose while the SBA/BS was acting within the scope of his employment, but excluding criminal litigation, and where such liability coverage is within the authority of the Board to provide under state law.

I. JOB-RELATED EXPENSES

1. Expense Reimbursement

The Board shall reimburse the SBA/BS for all job-related expenses including, but not limited to, cell phone expenses, expenses incurred for sustenance and travel within and outside the district in the performance of his job duties under this Employment Contract. All reimbursement will be in accordance with the New Jersey Department of Education regulations, and more specifically New Jersey State Statute Title 18A:11-12, current N.J. Department of Treasury OMB Circulars, NJAC 6A:23A-3.1 (e) 4, and Board Policy.

2. Mileage Reimbursement

Subject to Board Policy, N.J.A.C. 6A:23A-3.1(e), N.J.S.A. 18A:11-12 and applicable Office of Management and Budget Circulars, the Board will reimburse the SBA/BS for all work-related expenses and regular business travel to perform the duties of the SBA/BS.

3. Equipment

The Board agrees to cover the costs of a District-issued laptop and cell phone to the SBA/BS to facilitate the completion of his duties. In lieu of accepting a district provided cell phone, the SBA/BS may elect to receive a monthly stipend in the amount of Eighty Dollars (\$80.00).

4. **MEMBERSHIP FEES:**

The Board shall pay one hundred percent (100%) of the SBA/BS's membership fees and/or charges to the National Association of School Business Officials, the New Jersey Association of School Business Officials, and the Gloucester County Association of School Business Officials.

5. **EVALUATION:**

The Superintendent shall evaluate the performance of the SBA/BS at least one (1) time a year on or before April 1st. The SBA/BS's evaluation shall be in writing, shall include areas of commendations, recommendation, and shall provide direction as to any aspects of performance in need of improvement. A copy shall be provided to the SBA/BS by the Superintendent. The evaluations shall be based upon goals and objectives as set by the SBA/BS, the Superintendent, and shall be the responsibilities of the SBA/BS as set forth in the job description for the position of SBA/BS (attached hereto and incorporated herein by reference), and such other criteria as the State Board of Education shall by regulation prescribe. The SBA/BS shall receive a copy of any backup forms utilized in the process. The evaluation format shall be developed and approved jointly by the Superintendent and the SBA/BS within ninety (90) days of the execution of this Employment Contract.

In the event the Superintendent determines that the performance of the SBA/BS is unsatisfactory in any respect, the Superintendent shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the

Superintendent deems performance to be unsatisfactory. The SBA/BS shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the SBA/BS's personnel file upon the SBA/BS's request. On or before March 1st of each year of this Employment Contract, the SBA/BS, Superintendent, and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

6. TERMINATION OF EMPLOYMENT CONTRACT:

During the term of this employment contract, the School Business Administrator/Board Secretary shall not be dismissed or reduced in compensation except for just cause, and then only in the manner prescribed by *N.J.S.A.* 18A:6-10. The School Business Administrator/Board Secretary may terminate this contract by giving no less than sixty (60) calendar days' notice in writing of intent to retire and sixty (60) days otherwise of notice of intent to resign. Said notice shall be in writing to both the Board President and the Superintendent at the address set forth for the Board in this Employment Contract.

This employment contract may be terminated by:

- (a) Mutual agreement of the parties; or
- (b) Unilateral termination by the School Business Administrator/Board Secretary upon sixty (60) days' written notice to the Board; or
- (c) Termination by the Board for inefficiency, incapacity, misbehavior, conduct unbecoming a School Business Administrator/Board Secretary or other just cause.

7. COMPLETE AGREEMENT:

This Employment Contract embodies the entire agreement between the parties hereto and cannot be amended or changed except by written agreement of the undersigned parties.

8. 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, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

9. SAVINGS CLAUSE:

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

WHEREAS a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and

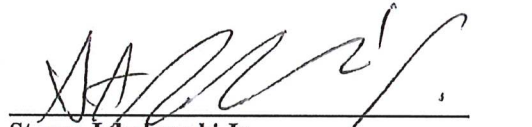
WHEREAS, the SBA/BS has approved of the terms and conditions of this Employment Contract; and

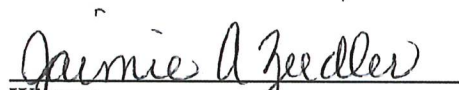
WHEREAS, the Employment Contract has been approved by a recorded roll call majority vote of the full membership of the Board of Education of the Swedesboro-Woolwich School District at its meeting of May 10, 2023 and has been made a part of the official minutes of that meeting.

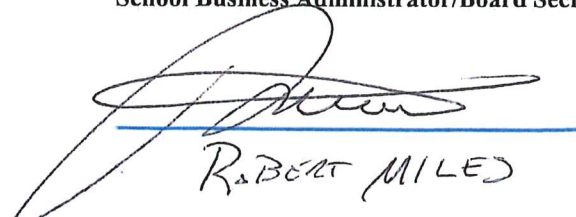
IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract effective on the day and year first above written.

**BOARD OF EDUCATION OF THE
SWEDESBORO-WOOLWICH SCHOOL DISTRICT**


Gina Azzari
Board President


Steven Jakubowski Jr.
School Business Administrator/Board Secretary


Witness


ROBERT MILES