

**UNION COUNTY EDUCATIONAL SERVICES COMMISSION
45 CARDINAL DRIVE
WESTFIELD, NEW JERSEY 07090**

THIS EMPLOYMENT CONTRACT is made and entered into this 1st of July, 2024 by and between the UNION COUNTY EDUCATIONAL SERVICES COMMISSION, with offices located at 45 Cardinal Drive, Westfield, New Jersey, (hereinafter referred to as the "Board" or the "Commission"), and Eric D. Larson, whose address is 363 Melrose Place, South Orange, New Jersey 07079 (hereinafter referred to as the "SBA/BS").

WITNESSETH

WHEREAS, the Board desires to provide the SBA/BS with a written employment contract to enhance administrative stability and continuity within the Commission; and,

WHEREAS, the Board and the 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 they fulfill their governance and administrative functions in the operation of the Commission; and,

WHEREAS, proper notice has been given to the public and a public hearing held; and,

NOW, THEREFORE, the Board and the SBA/BS, for the consideration herein specified, agree as follows:

1. TERM

The term of this employment contract commences on July 1, 2024 and expires on June 30, 2025 and is subject to the terms and conditions set forth below.

2. SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY'S RESPONSIBILITIES

The SBA/BS shall hold a valid and appropriate certificate to act as SBA/BS in the State of New Jersey throughout the term of this employment contract. In the event the certificate of the SBA/BS is revoked or otherwise expires during the term of this employment contract, this employment contract is null and void as of the date of revocation or expiration.

The SBA/BS is responsible for all of the duties and responsibilities listed in the Board approved job description for this position, any others required by law, and any others conveyed to him in writing by the Board at a future date, should the need arise. The **SBA/BS** shall strive to achieve Commission goals for pupils by providing leadership and supervision in the Commission program of fiscal management and in other assigned programs, and by acting as a proper model for staff and pupils both in and outside the Commission.

In order to achieve the functions of the position, the **SBA/BS** shall work cooperatively with the Commission administrative staff to:

1. Establish and maintain long-range and other fiscal plans in consultation with the Superintendent;

2. Prepare the annual budget based upon Commission resources and needs in consultation with the Superintendent;
3. Ensure that all Commission fiscal, insurance, custodial/maintenance, food, and transportation services comply with the policies of the Board and the regulations of the Commission;
4. Ensure the proper functioning and evaluation of Commission personnel assigned to his or her areas of responsibility;
5. Manage efficiently the Commission systems of accounting, purchasing, investment, insurance, plant construction, plant operation and maintenance, transportation, and food services;
6. Strive to increase the capability of the staff assigned to his or her area of responsibility through consultation and in-service training;
7. Analyze the effectiveness of Commission programs in his or her area of responsibility and recommend changes in program direction, staffing, or management strategies as necessary;
8. Strive to increase the efficient use of Commission resources in his or her area of responsibility;
9. Help to interpret the budget and the Commission affairs under his or her supervision to interested members of the Commission community;
10. Strive to develop personal capabilities in financial strategies and supervisory methods;
11. Strive to conduct himself in a proper manner at all times.
12. Be responsible for the conduct of all duties legally assigned to his position including:
 - a. Providing adequate notice of all public meetings of the Board to the members and to those requesting notice in accordance with law, N.J.S.A. 10:4-8d, 10:4-19; 18A:10-4, 18A:17-7;
 - b. Recording the minutes of all proceedings of the Board and the results of annual or special school elections, N.J.S.A. 18A:17-7;
 - c. Collecting tuition fees and other moneys due the Board;
 - d. Examining and auditing all accounts and demands against the Board, presenting them to the Board at its meetings;
 - e. Keeping accounts of the Commission's financial transactions including a correct detailed accounting of all expenditures, N.J.S.A. 18A:17-8;
 - f. Reporting to the Board at each regular meeting, but not more often than once per month, the amount of the total appropriations and cash receipts for each account, and the amounts of warrants drawn against each account, and the amounts of orders or contractual obligations incurred and chargeable against each account, N.J.S.A. 18A:17-9;

- g. Keeping all contracts, records, and documents belonging to the Board, N.J.S.A. 18A:17-9;
 - h. Giving the Board a detailed report of its financial transactions at the close of each fiscal year and filing a copy with the County Superintendent, N.J.S.A. 18A:17-10;
 - 1. Reporting to the Commissioner annually the amount of unpaid school debt, the interest rate payable, the dates of issue, and the due dates of bonds or other indebtedness, N.J.S.A. 18A:17-12;
 - j. Preparing a summary of the annual audit and recommendations prior to the meeting of the Board to act thereon and supplying copies of the summary to interested persons, N.J.S.A. 18A:23-4;
 - k. Subscribe to bonds, notes, contracts, and other legal instruments of the Board for which the signature of the Secretary is required, N.J.S.A. 18A:24-32;
 - 1. Sign all Commission warrants and certify to the payroll, N.J.S.A. 18A:19-1, 19-9; and
13. Perform such other duties as may be required by the Board or Superintendent.

The SBA/BS shall be directly accountable to the Superintendent for the performance of his assigned duties and responsibilities as School Business Administrator and to the Board for the performance of his legal duties as Board Secretary.

3. PROFESSIONAL GROWTH AND DEVELOPMENT OF SBA/BS,

Conventions, Conferences, and Workshops

The Board encourages the continuing professional growth of the **SBA/BS** through his participation in the following:

- a. the operations, programs, and other activities conducted or sponsored by local, state and national school business administrators and school board associations;
- 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 SBA/BS to perform his professional responsibilities for the Board; and.
- d. other activities promoting the professional growth of the SBA/BS.

In its encouragement, the Board, with the approval of the Superintendent, shall permit the SBA/BS to attend to such matters and shall pay all necessary travel, registration, and sustenance expenses in accordance with the State Mandated Travel Guidelines and the NJ OMB circulars. The SBA/BS shall be permitted to attend three (3) conferences annually.

Memberships in Professional Organizations

The Board shall pay one hundred percent (100%) of the SBA/BS's membership fees and/or charges to the American Association of School Business Officials, the New Jersey Association of School Business Officials and the Union County Association of Business Officials, which the **SBA/BS** deems necessary to maintain and/or improve his professional skills.

Administrative costs for the school administrators mentoring program required by the State shall be paid (one-time) by the Board in accordance with the **OMB** Office of Management and Budget circulars and regulations.

4. LEAVES OF ABSENCE

Holidays

The SBA/BS shall be entitled to the same paid holidays per year as all other twelve-month administrators in the district.

Vacation

The SBA/BS shall be granted twenty-two (22) vacation days annually, all of which shall be available to the SBA/BS on July 1, 2024. The SBA/BS shall be permitted to take vacation days at any time, subject to approval by the Superintendent.

The SBA/BS shall take his vacation after giving the Superintendent reasonable notice and receiving approval, which shall not be unreasonably withheld, except if the SBA/BS wishes to take more than ten (10) continuous days, he shall give at least fourteen (14) days prior notice of his intent to take such vacation. Said vacation shall not be taken two (2) weeks prior to the opening of school without prior approval of the Superintendent.

The Board, through its Superintendent's office, shall be responsible for maintaining written documentation of the SBA/BS's earned, used, and accrued vacation days. In the event of an unpaid leave of absence for any reason, the SBA/BS shall be permitted to be paid during that time for any unused accumulated vacation time at his option.

In the event that business demands prevent the SBA/BS from taking all his vacation, the SBA/BS may carry over such vacation days only to the next year with the approval of the Superintendent.

In the event of the SBA/BS's separation of employment, all accumulated and unused vacation time shall be paid at the per diem rate, calculated with a denominator of 260, within sixty (60) days of separation. The final payout of all accumulated vacation days will be made to the SBA/BS's 403(b) plan.

In the event of the SBA/BS's death, his unused accumulated vacation days shall be paid by the Board to his designated beneficiary. The SBA/BS shall inform the Superintendent in writing of his designated beneficiary, which he may update from time to time as necessary.

Sick Leave

The SBA/BS shall be allowed fourteen (14) days paid sick leave annually. Up to ten (10) days of such leave, at the end of each school year, shall be cumulative.

Sick days earned and accumulated shall be compensable upon the SBA/BS' s retirement (including deferred retirement) at a per diem value of 1/260th of his then annual salary up to a maximum of \$15,000.00. Payment for accrued sick leave shall be made by the Board within sixty (60) days of the SBA/BS's last day of employment. The final payout of all accumulated sick days will be made to the SBA/BS's 403(b) plan.

Bereavement Leave

The SBA/BS shall be allowed up to five (5) days of paid absence for bereavement in the case of the death of an immediate family member. Immediate family members shall include the following: mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, brother, sister-in-law, brother-in-law, husband, wife, grandparents, and grandchildren. Absence due to death of any relative not previously specified shall be approved with pay for one (1) day

Personal Leave

The SBA/BS shall be allowed six (6) days of paid leave annually for personal matters including family illness and bereavements which require absence during school hours. The SBA/BS must request and receive approval from the Superintendent two (2) days before taking such leave. The need for prior approval may be waived in the case of an emergency. These days cannot be carried over or converted to sick days.

5. MEDICAL INSURANCE

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

Major Medical/Hospitalization

The Board shall provide to the SBA/BS medical and prescription insurance plans with full family coverage. Pursuant to applicable law and regulation, the employee shall contribute toward payment of premiums.

Dental Care

The Board shall provide the SBA/BS with a program of dental care.

Waiver of Insurance Benefits

If the SBA/BS waives the benefits, he will be allowed to reinstate them if there 'is a life altering event during the year. Also, he will be able to reinstate these benefits during open enrollment. The SBA/BS will be paid \$2,500 for waiver of benefits.

6. FRINGE BENEFITS

Expense-Reimbursement

The Board shall reimburse the SBA/BS for job related expenses including, but not limited to, transportation expenses and sustenance according to the OMB circular and guidelines set forth by the State of New Jersey N.J.S.A.:18A: 11-12.

Indemnification

The Board shall defend, hold harmless, and indemnify the SBA/BS from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against the SBA/BS in his capacity as an agent and/or employee of the Board, provided the incident arose while the SBA/BS was acting within the scope of his employment and subject to the provisions of N.J.S.A. 18A:16-6 and 18A:16-6.1. If, in the good faith opinion of the SBA/BS, a conflict exists in regard to the defense of any claim, demand, or action brought against him, and the position of the Board in relation thereto, the SBA/BS may engage his own legal counsel, in which event the Board shall indemnify the SBA/BS for the costs of his legal defense.

7. ANNUAL EVALUATION

The SBA/BS will be evaluated annually in writing by the Superintendent by June 30th. The SBA/BS's annual evaluation 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.

8. 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. The Board shall pay the SBA/BS a salary of One Hundred Eighty One Thousand Three Hundred Seventy Three Dollars (\$181,373) for the 2024-2025 school year.

Payment will be provided to the SBA/BS in accordance with the schedule of salary payments in effect for other certified employees.

9. TERMS AND CONDITIONS OF THIS AGREEMENT

Complete Agreement

This employment contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any variation to this employment contract shall be submitted to the Executive County Superintendent for review and approval.

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 state or federal law, then unless otherwise

prohibited by law, the terms of this employment contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this employment contract.

Termination of this Employment Contract

This employment contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the SBA/BS. The SBA/BS may terminate this employment contract upon sixty (60) days written notice to the Board.
- C. The Board may terminate this employment contract upon sixty (60) days written notice to the SBA/BS.

Savings Clause

If during the term of this contract, it is found that a specific clause of the contract is illegal under Federal or State law, or by any agency of competent jurisdiction, the remainder of this employment contract not affected by such a ruling shall remain in force.

SIGNATURE ON FOLLOWING PAGE

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 the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Directors of the Union County Educational Services Commission at its meeting of June 5, 2024, and has been made a part of the 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 DIRECTORS OF THE UNION COUNTY
EDUCATIONAL SERVICES COMMISSION

Eric D. Larson
School Business Administrator/Board Secretary

BY: _____
Lorraine j. Aklonis
Board President

WITNESS:

Gwendolyn Ryan, Vice President

DATE:

