

## CONTRACT OF EMPLOYMENT

**THIS CONTRACT OF EMPLOYMENT** is made and entered into this 5th day of June, 2024, by and between the **UNION COUNTY EDUCATIONAL SERVICES COMMISSION**, with offices located at **45 CARDINAL DRIVE, WESTFIELD, NEW JERSEY 07090** (hereinafter “the Board”)

And

Debra LeBrun, whose position is to be the Assistant School Business Administrator.

**WHEREAS**, the Board and the Assistant School 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 Debra LeBrun the position of Assistant School Business Administrator, and she 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 June 5, 2024, and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Debra LeBrun as the Assistant School Business Administrator of the Union County Educational Services Commission for the period beginning July 1, 2024 and ending at midnight on June 30, 2025.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The Assistant School Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Assistant School Business Administrator. In the event the Assistant School Business Administrator’s certificate issued by the Department of Education is revoked, this contract of employment is null and void as of the date of the certificate revocation. The Assistant School Business Administrator further agrees to comply with all other legal requirements respecting the employment of an Assistant School Business Administrator.

B. Duties:

The Assistant School Business Administrator shall devote her full time, attention, and energy to the business of the school district. The Assistant School Business Administrator shall report directly to the Business Administrator/Board Secretary and serve in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those, which are adopted by the Board in the future.

All duties assigned to the Assistant School Business Administrator should be appropriate to and consistent with the professional role and responsibility of the Assistant School Business Administrator, and shall be set by Board policy and in the Job Description for the Assistant School Business Administrator which may be modified from time to time, consistent with the intent set forth above.

**3. PROFESSIONAL GROWTH OF ASSISTANT SCHOOL BUSINESS ADMINISTRATOR**

The Board encourages the continuing professional growth of the Assistant School Business Administrator through her participation as she and the School Business Administrator and or Superintendent might decide, in light of her responsibilities as the Assistant School Business Administrator, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops, and 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 Assistant School Business Administrator to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Assistant School Business Administrator.

Expenses for meals, lodging, registration, and transportation for state and national conventions of recognized educational associations, workshops, seminars, and institutions to enhance the Assistant School 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 Assistant School

Business Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

The Board shall pay the Assistant School Business Administrator an annual salary of One Hundred Twenty Three Thousand Eight Hundred Forty Dollars (\$123,840). This annual salary shall be paid to the Assistant School Business Administrator in accordance with the payroll schedule for other certified employees.

During the term of this Contract of Employment, including any extension thereof, the Assistant School Business Administrator shall not be reduced in compensation and/or benefits.

Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment and shall become part of this Contract of Employment, but it shall not be deemed that the Board and the Assistant School Business Administrator have entered into a new employment contract.

5. **BENEFITS**

A. Vacation:

The Assistant School Business Administrator shall be granted 22 vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Assistant School Business Administrator on July 1, upon approval by the Superintendent.

If business demands prohibit the Assistant School Business Administrator from using all of her allotted vacation days in a given year, she may carry over up to 10 unused vacation days to be used during the next year pursuant to law. Accumulated unused vacation days shall be paid by the Board at the time of separation from service or retirement as provided in Article 6B of this Contract of Employment.

B. Personal Days:

The ASBA/ABS 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 ASBA/ABS 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.

C. Holidays:

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

D. Bereavement:

The ASBA/ABS 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

E. Sick Leave:

The ASBA/ABS 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. Accumulated unused sick days shall be paid by the Board at the time of separation as provided in Article 6A of this Contract of Employment.

F. Membership Fees:

The Board shall pay one-hundred (100%) percent of the Assistant School Business Administrator's membership fees and/or charges to the Union County Association of School Business Administrators; the New Jersey Association of School Administrators; and other professional organizations which the School Business Administrator and the Superintendent deem necessary to maintain and/or improve her professional skills.

G. Medical Benefits:

Major Medical/Hospitalization:

The Board shall provide to the ASBA/ABS 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 ASBA/ABS with a program of dental care.

Waiver of Insurance Benefits:

If the ASBA/ABS 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 ASBA/ABS will be paid \$2,500 for waiver of benefits.

H. Reimbursement for job-related expenses:

The Board shall reimburse the Assistant School Business Administrator for reasonable expenses incurred in the performance of her duties under this Contract of Employment in

accordance with law. The Assistant School 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.

**6. SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

After ten (10) or more years of service and upon the Assistant School Business Administrator's retirement or resignation from employment with the District, the Assistant School Business Administrator shall be eligible for payment from the Board in the form of reimbursement for accumulated unused sick leave days. The maximum annual reimbursement shall be Fifteen Thousand Dollars (\$15,000).

The maximum eligibility payment shall be determined by ascertaining the number of accumulated unused sick leave days available to the Assistant School Business Administrator on the date of retirement and multiplying that number by the amount of One Hundred Twenty Five Dollars (\$125.00). In no case shall the maximum payment exceed Fifteen Thousand Dollars (\$15,000).

B. Accumulated Unused Vacation Days:

Upon the Assistant School Business Administrator's separation from employment with the District or retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Assistant School Business Administrator's daily rate of pay, based upon a 260-day work year, following her last day of employment.

C. Payment to Estate

If the Assistant School Business Administrator dies before her Contract of Employment year is completed, payment for any accumulated unused sick and accumulated unused vacation days due to the Assistant School Business Administrator shall be made to her estate.

**7. TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

A. Mutual agreement of the parties;

B. Either party may terminate this contract of employment upon sixty (60) days written notice of intent to terminate; or

C. Actions consistent with law.

8. **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.

9. **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 of employment.

10. **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.

11. **INDEMNIFICATION**

The Board shall defend, hold harmless and indemnify the Assistant School Business Administrator in accordance with the applicable State law.

**WHEREAS**, the Assistant School 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 June 5, 2024, 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.

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Debra LeBrun  
Assistant School Business Administrator

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Lorraine j. Aklonis  
Board President

\_\_\_\_\_  
Date