STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
ONE BERGEN COUNTY PLAZA, SUITE 350
HACKENSACK, NJ 07601-7076
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PHILIP D. MURPHY, *GOVERNOR*
TAHESHA L. WAY, *LT. GOVERNOR*

KEVIN DEHMER, *ACTING COMMISSIONER*
LOUIS DeLISIO, *EXECUTIVE COUNTY SUPERINTENDENT*

July 15, 2024

Dr. Joseph Cirillo
Superintendent
410 Second Street
Palisades Park, NJ 07650

Re: Business Administrator/Board Secretary Employment Contract

Dear Dr. Cirillo:

In accordance with N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), I have reviewed the employment contract for Aleksander Kondovski, Business Administrator/Interim Board Secretary, Palisades Park School District. The provisions of this contract are in compliance with the regulations. This contract is approved retroactive to July 1, 2024, through June 30, 2025.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes. *When the "approved" contract is fully executed, please provide a copy to the County Office with a copy of the Board Resolution approving the contract.*

Please be advised that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Sincerely,

[redacted]

Louis DeLisio
Executive County Superintendent

LD/jag
c: Aleksander Kondovski, Business Administrator/Interim Board Secretary
Board President (Letter ONLY)
Board Attorney

EMPLOYMENT CONTRACT

WHEREAS, the Board of Education of the Borough of Palisades Park has re-appointed **Aleksandar Kondovski** as Business Administrator/Interim Board Secretary in charge of business administration for the Board of Education of Palisades Park for the period of July 1, 2024 through June 30, 2025 ; and

WHEREAS, the Business Administrator, by execution of this contract, accepts the appointment; and

WHEREAS, the Palisades Park Board of Education, with offices situated at 410 Second Street, Palisades Park, New Jersey 07650 (hereinafter referred to as "the Board") and **Aleksandar Kondovski**, (hereinafter referred to as "BA") and residing at 44 Roff Avenue Unit B, Palisades Park, New Jersey 07650, have conducted negotiations in good faith with respect to the terms and conditions of employment with the Board;

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

APPROVED

1. TERM

The Board, in consideration of the promises herein contained of the BA, hereby employs, and the Business Administrator hereby accepts employment as BA for a term commencing July 1, 2024 and ending on June 30, 2025.

2. BUSINESS ADMINISTRATOR CERTIFICATION AND RESPONSIBILITIES

A. Certification

The BA shall hold a valid and appropriate Certificate to act as Business Administrator in the State of New Jersey per N.J.S.A. 18A:17-14.2.

B. Duties

Pursuant to N.J.S.A. 18A:17-14.1, the BA shall perform such duties as are prescribed by

the Palisades Park Board of Education and Superintendent of Schools. A job description for the BA is annexed hereto and incorporated herein.

All duties assigned to the BA shall be appropriate to and consistent with the professional role and responsibility of the BA 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.

3. PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR

The Board encourages the continuing professional growth of the BA through their participation in the following:

A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations.

B. Seminars and courses offered by public or private educational institutions.

C. Informational meetings with specific professionals lending expertise in an area of responsibility.

a. The BA, in pursuing their professional development, shall assure that participating in such matters will not interfere with their professional responsibilities in the district.

b. The BA shall obtain the prior approval of the Superintendent and the President of the Board for any release time required for them to attend such matters. Travel and other expenses for which the BA seeks reimbursement shall be paid pursuant to Board policy which includes OMB dictates.

D. The BA may attend any one national and one State convention of School Business Administrator's upon the approval of the Superintendent.

4. COMPENSATION

A. Salary

The Board shall provide the following salary as part of the BA's compensation:

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1. Initial Salary: The Board shall pay an annual salary of **ONE HUNDRED AND NINETEEN FIVE HUNDRED SEVENTY FOUR DOLLARS AND SIXTY CENTS ($119,574.60).** This annual salary shall be paid to the BA In accordance with the schedule of salary payments in effect for other certified employees.

B. Longevity

In accordance with the Administrators Contract in the District, the BA shall be entitled to longevity as follows:

Commencing year 7 through completion of year 10	$500.00
Commencing year 11 through completion of year15	$750.00
Commencing year 16 through completion of year20	$1,000.00
Commencing year 21 through completion of year25	$1,250.00
Commencing year 26 and over	$1,500.00

These values are cumulative and cannot exceed $5,000.00, total.

5. BENEFITS

A. Vacation/Holidays

The BA shall be granted twelve (12) vacation days annually, all of which shall be available on July 1 of each year. There may be up to five unused vacation days from one year to the next with those days being used in the months of July and/or August of the subsequent year. The BA shall take their vacation days at their discretion with notice to and approval from the Superintendent.

The Board, through the Board's secretary, will maintain written documentation of the BA's vacation days. However, the BA shall be responsible for notifying the Superintendent of their use of approved vacation time.

The BA shall be entitled to the following holidays if school is not in session:

New Year's Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Birthday	Thanksgiving Day

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President's Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Day after Christmas

B. Sick Leave as defined in N.J.S.A. 18A:30-1

a. The BA shall be entitled to ten (10) sick days and two (2) personal days with pay per school year.

b. Unused personal business days shall be added to unused accumulated sick days not to exceed 12 sick days per year.

c. Death in immediately family or household: A leave of absence because of the death of a member of the immediate family, shall, at the discretion of the Superintendent be granted up to give five (5) days with full pay. For purposes of definition regarding absence provision, the immediate family includes: mother, father, mother-in-law, father-in-law, sister, brother, husband, wife, children, stepchildren, domestic partner, grandchildren, grandparents or any relative whose actual household at the time is also the household of the absentee.

d. Death of Relative: In case of the death of a relative not included in the above section, the BA shall be excused for two (2) days with full pay at the discretion of Superintendent.

C. Insurance

The Board shall provide the BA with insurance benefits consistent with other employees in the district, in accordance with PL 2020, Ch 44, and as further determined by the board. The BA shall contribute to their benefit package in concert with State statute.

"Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums."

D. Membership Fees

The Board shall pay one hundred percent (100%) membership fees for the National Association of School Business Officials, the New Jersey Association of School Business Officials and the Bergen County Association of School Business Officials.

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6. SEPARATION FROM SERVICE

A. Sick Days

Upon the BA's separation from employment with the district via retirement only, the Board will pay all accumulated sick days accrued during the term at the per diem rate of $365.00 (per diem rate is salary /260) with a cap in the amount of $15,000.00 or an amount not to exceed limits established by state law.

7. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the BA from any and all demands, claims, suits, actions, and legal proceedings brought against them in their official capacity as agent and/or employee of the Board, provided the incident arose while they were acting within the scope of their employment.

8. EVALUATION

The Superintendent shall evaluate the performance of the BA at least once a year. At least one evaluation shall be in writing, where a copy shall be provided to the BA.

On or before April 1 of each year of the Employment Contract, the Superintendent and the BA will meet for the purpose of evaluation of the performance of the BA. The Superintendent shall supply them with a copy of the written evaluation, which shall include areas of strengths and weaknesses, and which shall provide direction as to areas of performance in need of improvement.

If the Superintendent determines that the performance of the BA is unsatisfactory in any respect, they shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Superintendent deems performance to be

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unsatisfactory. The BA shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the BA's personnel file.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated at any time by:

A. Mutual agreement of the parties;

B. Conviction of a crime, which would mandate forfeiture under N.J.S.A. 2C:51-2;

C. Upon filing of tenure charges pursuant to Statute from the Board of Education to the BA; or,

D. Upon sixty (60) days' notice from the BA to the Board of Education and/or Board of Education to the BA.

REVOCATION CLAUSE

The Parties hereto agree that in the event the Business Administrator's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the Business Administrator is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Business Administrator's employment shall cease.

10. ENTIRE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and review and approval of the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Agreement.

11. GOVERNING LAW

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This Agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey.

12. ADVICE OF COUNSEL

The parties hereto represent and acknowledge that they have had the right and opportunity to seek the advice of independent counsel with respect to the interpretation, meaning and legal effect of entering into this Agreement prior to executing same.

13. SAVINGS CLAUSE

If, during the term of this Employment Agreement, it is found that a specific clause of this Employment Agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

14. MODIFICATION CLAUSE

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both Parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

15. MISCELLANEOUS

A. The BA shall hold a valid, duly registered School Business Administrator's Certificate or Certificate of Eligibility issued by the State of New Jersey Department of Education, which will qualify them to act as Business Administrator. They shall notify the Board of Examiners that

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they have accepted an offer of employment so that the Board of Examiners may issue a Provisional Certificate, following which they must complete the requisite resident and mentoring to acquire the Standard Certificate in accordance with N.J.A.C. 6A:9-6.1 and 6.2. **AND** 6A: 9-12.7. Mentoring costs of up to $2,500.00 shall be paid by the Palisades Park Board of Education.

IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract this 21ST day of June 2024, being effective as of July 1, 2024.

ATTEST:

[redacted]

Boyoung Yu

BOARD OF EDUCATION

OF PALISADES PARK

[redacted]

Soojin Chung, Board President

WITNESS:

[redacted]

Boyoung Yu

EMPLOYEE

[redacted]

Aleksandar Kondovski

APPROVED