

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on this 12th day of May, 2026, by and between **THE BOARD OF EDUCATION OF THE LACEY TOWNSHIP SCHOOL DISTRICT**, located at 200 Western Boulevard, Lanoka Harbor, Lacey Township, Ocean County, State of New Jersey (hereinafter referred to as the "Board" or "District") and **Constance L. Stewart**, located at 200 Western Boulevard, Lanoka Harbor, Lacey Township, Ocean County, (hereinafter referred to as "Interim Business Administrator/Board Secretary"), who together at times may be referred to as "the parties."

WITNESSETH:

The Board and the Interim Business Administrator/Board Secretary agree and acknowledge the following:

- A. The Board of Education of the Lacey Township School District is a corporate body politic governed by N.J.S.A. 18A:1-1 et seq.
- B. The Board wishes to employ **Constance L. Stewart** as an Interim Business Administrator/Board Secretary for the period of July 1, 2026 through June 30, 2027.
- C. **Constance L. Stewart** desires to accept such employment and does hereby accept such employment for the period of July 1, 2026 through June 30, 2027, upon the terms and conditions hereinafter set forth which terms and conditions the Board and the Interim Business Administrator/Board Secretary believe and intend to be consistent with the requirements of N.J.S.A. 18A:1-1 et seq. and applicable sections of N.J.A.C. 6A:1-1 et seq.
- D. The Board and the Interim Business Administrator/Board Secretary intend to contract with one another and be bound in accordance with the terms of this Contract and the provisions of the statute and rules and regulations of the State Board of Education and the Commissioner, if any.
- E. The Board and the Interim Business Administrator/Board Secretary believe that this written Employment Contract will serve the purpose of mutual understanding and help to provide for a harmonious relationship between the Board and the Interim Business Administrator/Board Secretary

to the end that continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of the students and residents of the District.

- F. The Board and the Interim Business Administrator/Board Secretary believe that this written Employment Contract will enhance administrative stability and continuity within the District, which the Board and the Interim Business Administrator/Board Secretary believe generally improves the quality of the District's overall educational programs.

NOW, THEREFORE, in consideration of the above stated acknowledgments and of the mutual terms, promises and covenants contained herein, the parties agree as follows:

1. **Term.** The term of employment pursuant to this Contract shall commence on July 1, 2026 and terminate on June 30, 2027, or 220 days.
2. **Certification.** The Interim Business Administrator/Board Secretary represents to the Board, and the Board believes that the Interim Business Administrator/Board Secretary currently possesses a valid Standard Certificate allowing the Interim Business Administrator/Board Secretary to be appointed as an Interim Business Administrator/Board Secretary of schools in the State of New Jersey.

If at any time during the term of this Contract, the Interim Business Administrator/Board Secretary Certification(s) allowing the Interim Business Administrator/Board Secretary to serve as an Interim Business Administrator/Board Secretary is/are revoked, this Contract shall be null and void as of the date of the revocation.
3. **Duties.** The Interim Business Administrator/Board Secretary agrees to perform faithfully the assigned duties for the Board as prescribed by the laws of the State of New Jersey and the State Board of Education and by the rules, policies and regulations of the Board and in accordance with any amendments to said statutes or rules, policies and regulations that may become effective during the term of this Contract. The Interim Business Administrator/Board Secretary shall perform such duties consistent with the position of Interim Business Administrator/Board Secretary as may be delegated to the Interim Business Administrator/Board Secretary by the Board or the Superintendent of

Schools and as may be set forth in the job description for the position of Interim Business Administrator/Board Secretary of Schools.

The job description for the position of Interim Business Administrator/Board Secretary of Schools is incorporated in this Contract as if set forth at length.

All duties assigned to the Interim Business Administrator/Board Secretary by the Board and the Superintendent of Schools shall be appropriate to and consistent with the professional role and responsibility of the Interim Business Administrator/Board Secretary and shall be set by Board policy and in the appropriate job description which may be modified from time to time, consistent with the intent of this Contract.

4. **Per Diem Rate.** Effective July 1, 2026 through June 30, 2027, the Interim Business Administrator/Board Secretary shall be paid a per diem rate in the amount of \$700.00, which totals \$182,000 for 260 days *[the applicable denominator for new contract days N.J.A.C. 6A:23A-3.1(e) 8]. Daily typical business hours are from 8:00 AM to 4 PM with one (1) hour unpaid lunch.* . Her salary shall be paid twice per month.

Supplemental Rate of Pay:

For all authorized work performed beyond the standard seven (7) hour workday, or for services rendered outside of typical business hours (including evening or weekend events), CONSTANCE L. STEWART shall be compensated at a supplemental hourly rate of **\$100.00 per hour.** (calculated on the per diem rate of \$700.00 divided by standard seven (7) hour workday = \$100.00 per hour)

Scope of Supplemental Work:

This rate applies to additional duties that fall into the following categories:

- **After-Hours Events:** Attendance or management of school board meetings, negotiations, community forums, or school-sanctioned events occurring outside of standard operating hours.

- **Extended Workdays/Weekends:** Any professional services required to be performed in excess of the allocated daily seven (7) hour schedule (includes evenings, nights, holidays and weekends).
- **Superintendent Assignments:** Other duties as specifically assigned by the Superintendent of Schools that are determined to be beyond the primary scope of the Interim Business Administrator (BA) role or beyond the daily hours currently allocated to that position.

5. **Leaves.** The Board shall provide the following leaves as part of the Interim School Business Administrator's compensation:

- a) **Vacation:** The Interim School Business Administrator shall be granted twenty (20) **unpaid vacation days** during the term of this Contract which shall be available immediately. No more than two consecutive weeks can be taken without prior Board approval. Vacation days may be taken without Board approval but must be approved by the Superintendent.
- b) **Holidays:** All Holidays shall be provided according to the annual school calendar.
- c) **Sick Leave:** The Interim School Business Administrator shall accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked as per the New Jersey Earned Sick Leave Law N.J.S.A. 34:11D-1 et.seq. (maximum of five (5.5) days per calendar year).

The Interim School Business Administrator shall be allowed to include previous employment hours earned from the beginning of employment with the Board. Sick leave will be as follows:

- July 1, 2026 through December 31, 2026: 5.5 days
- January 1, 2027 through June 30, 2027: 5.5 days

6. **Transportation.** In light of the unique nature of the responsibilities of the Interim Business Administrator/Board Secretary, the Interim Business Administrator/Board Secretary shall be reimbursed for actual mileage when using her personal vehicle for Board business at the rate annually established by the New Jersey OMB Circular (the State rate) or as otherwise permitted by law pursuant to N.J.A.C. 6A:23A-3.1 (e), not to exceed \$500. The Interim Business

Administrator/Board Secretary shall follow Board policy in supplying the necessary documentation when seeking reimbursement.

7. **Documentation/Record Keeping.** The Interim Business Administrator/Board Secretary shall be responsible for recording absences in the district's absence database in advance of the time off permitted in this Contract or immediately upon the return to the District in the event of an unplanned absence.
8. **Professional Meetings.** The Interim Business Administrator/Board Secretary may attend appropriate local and state professional meetings with the approval of the Board. The expenses of approved attendance shall be paid by the District. The Interim Business Administrator/Board Secretary shall be permitted to attend conferences to include state and national conferences annually with Superintendent and Board of Education approval, not to exceed \$2,000. Approval by the Board shall be consistent with the requirements of N.J.S.A. 18A:11-12 and applicable provisions of N.J.A.C. 6A:1-1 et seq.
9. **Professional Dues.** The Interim Business Administrator/Board Secretary shall be entitled to the payment by the Board of professional dues and membership fees for membership in the New Jersey Association of School Administrators and other professional associations in an amount up to \$1,500.
10. **Laptop Computer.** The Interim Business Administrator/Board Secretary shall be entitled to the use of a laptop computer that she may bring home for use, but will be the property of the Lacey Township School District. The value to repair and/or replace said computer would be approximately \$1,000.
11. **Professional Liability.** The Board shall defend, hold harmless and indemnify the Interim Business Administrator/Board Secretary from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Business Administrator/Board Secretary individually or in the Interim Business Administrator/Board Secretary's official capacity as agent or employee of the Board, provided the matter giving rise to such claim arose while the Interim Business Administrator/Board Secretary was acting within the scope of her employment; and as such, liability insurance coverage is

within the authority of the Board to provide pursuant to Title 18A.

12. **Facilities.** The Board shall provide for the use of the Interim Business Administrator/Board Secretary a private office, adequate clerical help, and such other facilities and services as the Board shall determine to be suitable to the Interim Business Administrator/Board Secretary position and adequate for the performance of her duties as outlined in this Contract.

13. **Termination of Employment Contract.**

- a. This Contract shall terminate, the Interim Business Administrator/Board Secretary employment shall cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
- Failure of the Interim Business Administrator/Board Secretary to possess/obtain proper certification;
 - Revocation or suspension of the Interim Business Administrator/Board Secretary's certificate(s);
 - Forfeiture under N.J.S.A. 2C: 51-2;
 - Mutual agreement of the parties; or
- b. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- c. The Interim Business Administrator/Board Secretary may terminate this Employment Contract upon at least 30 calendar days written notice to the Board, filed with the Superintendent, of intention to resign with the last day of pay being the last day the Interim Business Administrator/Board Secretary works as Interim Business Administrator/Board Secretary or is otherwise entitled to payment pursuant to any rights of leave or vacation time as provided in this Contract.
- d. The Interim Business Administrator/Board Secretary shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. of this Section and as otherwise provided by N.J.S.A. 18A:1-1 et seq.

- e. The Board may terminate the employment of the Interim Business Administrator/Board Secretary upon providing her with written notice at least 30 calendar days prior to termination.
 - f. Any accumulated time that is in the Interim School Business Administrator bank of days earned (vacation or sick) as per section Leaves shall not be paid at time of separation.
14. **Release of Personnel Information.** The Board acknowledges and agrees that the Open Public Records Act and case law interpreting it governs disclosure of personnel records. Pursuant to the Open Public Records Act, the only personnel information in connection with the Interim Business Administrator/Board Secretary employment with the District which is deemed public is (1) employee's name; (2) title; (3) salary; (4) payroll record; (5) length of service; (6) position; (7) date of separation from government service and reason; (8) amount and type of pension received; (9) data indicating conformity with specific experiential, education and medical qualification required for employment or receipt of public pension (exclusive of detailed medical or psychological information). All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent a written release by the Interim Business Administrator/Board Secretary, or by a lawful order of a court of competent jurisdiction.
15. The Interim Business Administrator/Board Secretary shall have the right, upon request, to review the contents of her own personnel file and to receive copies at Board expense of any documents contained in the file.

The Interim Business Administrator/Board Secretary shall be entitled to have a representative accompany her during any review. At least once every year, the Interim Business Administrator/Board Secretary shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board and subject to the requirements of the New Jersey Open Public Records Act and the New Jersey Records Destruction Act, such documents identified by the Interim Business

Administrator/Board Secretary shall be destroyed.

No material derogatory to the Interim Business Administrator/Board Secretary's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material.

The Interim Business Administrator/Board Secretary shall acknowledge that the Interim Business Administrator/Board Secretary has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Interim Business Administrator/Board Secretary shall also have the right to submit a written answer to such material.

16. **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 prohibited by law, the terms of this Employment Contract shall control over the contrary provisions of the Board's policies or any permissive law during the term of the Contract.
17. **Severability.** It is the intention of the parties that the terms and conditions of this Contract shall be consistent and in full compliance with the provisions of N.J.S.A. 18A:1-1, et seq., the laws of the State of New Jersey and the rules and regulations of the New Jersey Department of Education. This Contract shall be construed accordingly. If any provision of this Contract is determined by any court or reviewing agency to be invalid or inconsistent with the law, it is the intention of the parties that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Contract shall continue to be effective to the full extent that it is consistent with the law.
18. **Amendments.** No amendments or additions to this Contract shall be binding upon the parties unless in writing and signed by both parties.
19. **Entire Agreement.** This Contract contains the entire understanding of the parties and there are no representations, warranties, covenants, promises or undertakings other than those expressly set forth herein. This Contract is intended to be binding on the successors, assigns and legal representatives of

the parties hereto.

IN WITNESS WHEREOF, the parties have hereto executed this Contract the day and year first above written.

ATTEST:

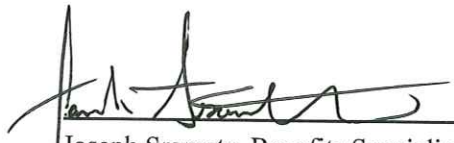
LACEY TOWNSHIP BOARD OF EDUCATION



Constance L. Stewart



Kimberly Klaus, Board President



Joseph Sramaty, Benefits Specialist
Witness



Steve Gouin, Board Vice President